



Delibera n. **294/2017** del Consiglio di Amministrazione del **24/11/2017**

OGGETTO: Accordo di cooperazione con Tarleton State University, Texas (USA)		
N. O.d.g.: 9.1	Rep. n. 294/2017	UOR: Ufficio Relazioni Internazionali

Nominativo	F	C	A	As
Vilberto Stocchi	X			
Giovanni Battista Berloni				X
Francesca Capodagli	X			
Mauro Papalini	X			
Angela Giallongo	X			
Stefano Papa	X			
Luciano Stefanini	X			
Luciana Vallorani	X			
Michele Buffalini	X			
Gianmario Xhemal Doka	X			
Enzo Laveglia	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 D.R. n.138/2012 del 2 aprile 2012 e pubblicato nella Gazzetta Ufficiale della Repubblica Italiana, Serie Generale, n. 89 del 16 aprile 2012, ed in particolare l'art. 16, comma 2, lettera i), che conferisce al Rettore il potere di adottare, in caso di necessità e urgenza, sotto la sua responsabilità, i provvedimenti di competenza del Senato Accademico e del Consiglio di Amministrazione, sottoponendoli a ratifica nella seduta immediatamente successiva;
- visto la Legge 9 maggio 1989 n. 168, e successive modificazioni, recante "Istituzione del Ministero dell'università e della ricerca scientifica e tecnologica";
- visto il Decreto Legge 16 maggio 2008 n. 85, convertito, con modificazioni, dalla Legge 4 luglio 2008 n. 121 recante "Disposizioni urgenti per l'adeguamento delle strutture di Governo in applicazione dell'articolo 1, commi 376 e 377, della legge 24 dicembre 2007, n. 244" ed in particolare l'art. 1 con il quale è stato istituito il Ministero dell'Istruzione, dell'Università e della Ricerca;
- visto il Regolamento Generale di Ateneo dell'Università degli Studi di Urbino Carlo Bo emanato con Decreto Rettorale n. 274/2012 del 18 luglio 2012 e modificato con Decreto Rettorale n.57/2014 del 13 febbraio 2014) in vigore dal 15 febbraio 2014;



visto il Regolamento di Ateneo per l'Amministrazione, la Finanza e la Contabilità dell'Università degli Studi di Urbino Carlo Bo emanato con Decreto Rettorale n. 276/2013 del 26 giugno 2013;
vista la proposta di accordo di cooperazione tra l'Università degli Studi di Urbino e Tarleton State University, Texas (USA);
vista la delibera n. 381/2017 del 25 ottobre 2017 del Consiglio del Dipartimento di Scienze della Comunicazione, Studi Umanistici e Internazionali: Storia, Culture, Lingue, Letterature, Arti, Media (DISCUI) con la quale è stato approvato, nel testo in lingua inglese, l'accordo di cooperazione;
ritenuto che l'accordo sia meritevole di accoglimento per le finalità che intende perseguire;
visto il parere espresso dal Senato Accademico nella seduta del 21 novembre 2017;
sentito il Direttore Generale;

DELIBERA

di approvare l'accordo di cooperazione tra l'Università degli Studi di Urbino Carlo Bo – e Tarleton State University, Texas (USA), nel testo, in lingua inglese, qui di seguito riportato;

**COOPERATIVE MEMORANDUM OF AGREEMENT
BETWEEN
TARLETON STATE UNIVERSITY
STEPHENVILLE, TEXAS
AND
UNIVERSITA' DEGLI STUDI DI URBINO CARLO BO
URBINO, ITALY**

**PROMOTION OF TECHNICAL AND SCIENTIFIC RESEARCH
AND STUDENT EXCHANGE PROGRAM**

This **Cooperative Memorandum of Agreement (MOA)** is made and entered into on the date of the final signature hereto, by and between Tarleton State University, a member of The Texas A&M University System, an agency of the State of Texas, United States of America, located in Stephenville, Texas (hereinafter referred to as "**TARLETON**") and Università degli Studi di Urbino Carlo Bo, a State University, located in the Marche Region, Italy (hereinafter referred to as "**UNIURB**").

1.0 PURPOSE

The purpose of this **MOA** is to implement a student/faculty exchange program. The program is intended to provide a unique learning experience, enhance academic and research opportunities, and promote greater cultural understanding between students and faculty at both universities.

2.0 DEFINITIONS

- 2.1 "Home University" shall mean the university in which the exchange student is enrolled on a full-time basis and intends to graduate.
- 2.2 "Host University" shall mean the university which has agreed to receive the exchange student from the Home University.
- 2.3 "Academic Year" shall mean a combination of fall, spring and summer semester or terms.



2.4 "Term" shall mean any one of either the fall, spring or summer terms.

3.0 THE EXCHANGE

3.1 The parties agree that the exchange program shall operate on a reciprocal basis. Parity in numbers of exchange students is required over the term of the agreement. However, each party should be prepared to consider a disparity in any given semester or during the term of the agreement. Any imbalances should be resolved by the end of the following academic year.

4.0 SELECTION OF PARTICIPANTS

4.1 All exchange students must be students in good academic and disciplinary standing at the Home University and engaged in degree-oriented courses of study. Eligible Students will be nominated for the exchange by the Home University. The Host University will reserve the right to make the final decision regarding the admission of each student nominated for the exchange. Selection for or participation in the exchange does not confer the right to pursue a degree at the Host University. Academic credit earned at the Host University will be credited at the Home University as determined by the policies of the Home University.

4.2 At least six (6) months before the anticipated date of enrollment, the number of students exchanged that particular year will be decided mutually by the parties.

4.3 The exchange students must meet any language requirement set forth by the Host University.

4.4 Exchange students may apply to any academic program offered at the Host University as full-time, non-degree or unclassified students at the undergraduate, graduate, or professional level as determined by the Host University. The Host University reserves the right to exclude students from restricted enrollment programs.

4.5 All exchange students must abide by all applicable rules and regulations of the Home University and Host University and by all applicable laws, rules, and regulations of the home and host countries. In case of violation, either university has the right to terminate a student's participation in the exchange or the Host University has the right to expel the student in question.

4.6 Exchange students must grant permission to their Host University to send a grade report of course work to their Home University at the end of each term.

4.7 **TARLETON** has sole responsibility as the home institution for U.S. Title IV financial aid processing, disbursement, and record keeping for any **TARLETON** student participating in programs described by this Agreement. **UNIURB** will provide less than 50% of the coursework applied to the **TARLETON** degree being pursued by **TARLETON** students under this Agreement.

4.8 **TARLETON** is accredited by the Southern Association of Colleges and Schools' Commission on Colleges ("SACSCOC") to award associate, baccalaureate, masters, and doctoral degrees. **UNIURB** is not accredited by SACSCOC and the accreditation of **TARLETON** does not extend to or include **UNIURB** or its students.



Although **TARLETON** accepts certain course work in transfer toward a credential from **UNIURB**, or collaborates in other ways for generation of course credits or program credentials, other colleges and universities may or may not accept this work in transfer, even if it appears on a transcript from **TARLETON**. This decision is made by the other institution subsequently considering the possibility of accepting such credits.

5.0 FACULTY EXCHANGE

- 5.1 Each institution will promote the exchange of faculty for teaching and/or for collaborative research programs in the area of education and scientific technology.
- 5.2 Research collaborations performed under this MOA will be undertaken pursuant to separate written agreements containing the specific terms and conditions governing the activities to be mutually agreed upon by the institutions.

6.0 DIRECT EXCHANGE

- 6.1 **TARLETON** students studying at UNIURB must be enrolled as a full time student, for a total of 12 credits per semester. In addition, students may take 2 semesters of Italian language courses at no additional cost. Italian language courses are non-credit courses and are optional.
- 6.2 UNIURB students studying at the **TARLETON** may take any combination of 3 hour courses, provided they will complete the course, to a maximum of 12 credit hours per semester.

7.0 SCOPE OF PREREQUISITES AND LANGUAGE REQUIREMENTS

- 7.1 Course pre-requisites may apply at the partner university. Course selection is subject to the rules and regulations of the partner institution.
- 7.2 The language of instruction at **TARLETON** is English. Students attending an exchange program at **TARLETON** must submit:

A minimum TOEFL score of 69 (internet-based)
A minimum IELTS score of 6.0

8.0 FEES AND EXPENSES

- 8.1 Exchange students will register for a full course load and pay applicable tuition and fees to their respective Home Universities. Students will be officially enrolled at their Home Institutions while attending classes at the Host Institution.
- 8.2 All participating exchange students will be responsible for the following:
 - (a) Transportation to and from the Host University;
 - (b) Room and board expenses;
 - (c) Medical insurance and student health services fees;
 - (d) Textbook and other related educational supplies;
 - (e) Specialized administrative/service fees (not associated with tuition) such as laboratory fees, equipment rental fees, visa/immigration registration fees, institutional administrative fees, etc.
 - (f) Clothing and personal expenses;
 - (g) Passport and visa costs, and



(h) All other debts incurred during the course of the exchange.

- 8.3 Each university will exchange student budget and academic year calendar information on an annual basis.
- 8.4 Students at each university must provide documentation showing adequate financial support for the relevant period of study.
- 8.5 Both universities will exchange information regarding visa eligibility and application procedures for entry to their respective countries. All exchange students will be wholly responsible for passport, visa, and other fees related to admission to the country where the Host University is located.
- 8.6 General assistance will be provided by the Host University to help students locate living accommodations.
- 8.7 Exchange students will be required to purchase comprehensive health insurance, including medical evacuation and repatriation benefits.
- 8.8 Exchange students may withdraw from the exchange program at any time. Any student who withdraws from the exchange program, however, will not be entitled to a refund of any room and/or board costs or other fees paid to the Home or Host Universities.

9.0 TERMINATION

Either party may terminate this agreement, giving ninety (90) days written notice to the other party provided that such termination will not affect the completion of any activity underway at the time. If future activity has been advertised and either party has made commitments to students concerning such activity, such termination will not affect that activity. If the exchange is out-of-balance at the time the notice of termination is given, a mutually agreed upon means of balancing the agreement must be achieved before the agreement can be terminated.

10.0 GENERAL PROVISIONS

- 10.1 This **MOA** shall become effective when signed by representatives of the two universities and shall remain effective for a period of five years, unless terminated in accordance with Section 7.0 (Termination) above.

The agreement is subject to renewal after program review in the fourth year of the original five year term. If it is deemed acceptable by both parties to proceed into a new agreement, then it should be signified in writing by both parties within six (6) months prior to expiration.

- 10.2 Correspondence and notices regarding the administrative/fiscal management of this program shall be addressed to the contacts listed in Attachment A. Notification of changes in the contact information shall be made in writing.
- 10.3 No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties. This agreement shall enure to the benefit of and



binding upon the parties hereto and their respective successors and permitted assigns.

- 10.4 This agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications, and understandings, oral or written. There are no representations, agreements, arrangements, or understandings oral or written, between or among the parties relating to the subject matter of this agreement that are not fully expressed herein.
- 10.5 If any part of this agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such enforceability shall not affect the balance of this agreement.
- 10.6 The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. This agreement creates no relationship or joint venture, partnership, limited partnership, agency, or employer-employee relationship between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. Neither party has any right or authority to assume or create any obligation or responsibility on behalf of the other party except as from time to time be provided by written instrument signed by both parties.
- 10.7 This agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
- 10.8 This agreement shall be construed, and legal relations between the parties hereto shall be determined, in accordance with the laws of the State of Texas applicable to contracts solely executed and wholly to be performed within the State of Texas without giving effect to the principles of conflicts of laws. Any disputes between the parties to this Agreement shall be brought in the state or federal courts of Texas.
- 10.9 In all activities undertaken pursuant to this agreement, the parties agree to comply with such federal, state and local laws, and statutes, as may be in effect at the time of performance and all valid rules, regulations, and orders thereof regulating such activities.
- 10.10 The individuals executing this agreement on behalf of each party represent and warrant that they are each the duly authorized representatives of such party on whose behalf the individuals are signing, each with full power and authority to bind said party to each term and condition set forth in this agreement.
- 10.11 In compliance with federal law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, **TARLETON** and ____ will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in their administration of policies, programs, or activities; admission policies; other programs, or employment.



10.12 Each party shall be excused from any breach of this agreement which is proximately caused by government regulation, financial exigencies, war, strike, act of God, or other similar circumstance normally deemed outside the control of well-managed businesses.

10.13 ____ shall not use the names, logos, trademarks, seals service marks, and other identifying marks of **TARLETON**, The Texas A&M University System nor of any of its employees or components nor any adaptation thereof, in an advertising promotional, or sales literature without the prior written consent obtained from the Chief Executive Officer of **TARLETON** or the Chancellor for The Texas A&M University System, in each case.

IN WITNESS WHEREOF, the parties have each executed this agreement on the date reflected by each signature below.

Dated: _____

Dated:

TARLETON STATE UNIVERSITY

UNIVERSITA' DI URBINO CARLO BO

By: _____
Dr. Jennifer Edwards
Title: Associate Vice President
of Student Success and Multicultural Initiatives

By: _____
Prof. Vilberto Stocchi
Title: Rettore

**ATTACHMENT A
ADMINISTRATION OF PROGRAM**

TARLETON Contact: Marilyn Robitaille, Ph.D. Director International Academic Programs Tarleton State University Box T-0770 Stephenville, TX 76402 Phone: (254) 968-9545 FAX: (254) 968-9618	UNIURB Contact: Fabrizio Maci Director International Relations Office University of Urbino Carlo Bo Phone: +39 0722 305330 Email: fabrizio.maci@uniurb.it
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