# ACADEMIC COOPERATION AGREEMENT BETWEEN UNIVERSITÀ DEGLI STUDI DI GENOVA AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

## GENERAL DECLARATIONS (standard template of the University of Genova)

The Board of Trustees of University of Illinois, on behalf of its College of Law, on its Urbana-Champaign campus, in Illinois (USA) (hereinafter "Illinois"), and Università degli Studi di Genova, Genova (Italia) (hereinafter "Genova") (collectively "the Parties"), wish to promote and guide an exchange of law students from Genova to Illinois.

#### **Article 1- Scope of Agreement**

Illinois and Genova agree, through this Agreement:

- that a mutually agreed upon number of Genova students shall be allowed to matriculate to Illinois, beginning with the 2016–2017 academic year;
- to promote scholarship for research and development between Parties, for brief periods, to be mutually agreed in advance of any travel;
- to enhance co-operation in the field of legal research, through collaboration in activities of particular legal interest;

as indicated in the General Cooperation Program, attached as Annex 1, which forms an integral part of this document.

#### **Article 2 - Exchange of Personnel**

In order to achieve the contents of article one and the general co-operation program (Annex 1), exchanges of university personnel may be planned, according to the terms and within the limits indicated in the following paragraphs.

University personnel maintain, to all intents and purposes, the status of employees of their home university.

Travel costs and mission expenses have to be paid by the home university, whilst board and lodging are to be paid by the host university, if specific funds are available for this purpose.

In accordance with the principle of reciprocity and with current regulations of both Institutions, the host university can pay further remuneration to the university personnel for additional amount of lessons, seminars and conferences.

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#### **Article 3 - Exchange of Students**

The exchange of students shall occur on the basis of the General Cooperation Program, attached as Annex 1. Travel costs as well as board and lodging expenses have to be paid by students following LL.M. study program as provided under Annex 1. The home university may contribute to travelling expenses for its own students and at its own discretion, provided specific funds are available for this purpose.

The host university will assist students in finding accommodation at halls of residence, apartments, or similar structures, as well as allow them access to canteens and other services provided by the university to its own students.

#### Article 4: Assistance

Health insurance coverage will be provided by the students' home institution and will either be paid by the students in the program themselves and/or by their home university. In order to comply with spirit of the health and safety requirements set forth by D. Lgs. 9.4.2008, n. 81 as amended by D. Lgs. 3.8.2009 n. 106 and by D. M. 363/98, with the understanding that Illinois is not subject to this stated legislation, the parties agree as follows:

- The Employer Genova, represented by Prof. Paolo Comanducci, guarantees to persons coming from Illinois who carry out their activities at Genova within the scope and the limits of the present agreement, compliance with Italian health and safety national legislation in the workplace.
- The Employer of Illinois, represented by Walter K. Knorr, guarantees to persons coming from Genova who carry out their activities at Illinois within the scope and the limits of the present agreement, compliance with all State of Illinois and federal (United States) laws and regulation regarding health and safety in the workplace to which Illinois is subject.

#### **Article 5: Duration**

This Agreement will come into effect upon date of final executing signature ("Effective Date") and shall continue for five years.

#### Article 6: Additions and/or Modifications

The request for renewal, extension, and/or modification, must be submitted for the approval of both parties and their duly authorized personnel.

#### **Article 7: Notices**

The parties must give all notices under this Agreement in writing via one of the following methods: (a) confirmed facsimile transmission; (b) postage prepaid registered or certified mail, return receipt requested; or (c) commercial overnight carrier. All communications must be sent to the addresses set forth below or to such other address designated by the parties by written notice. Notices are effective upon receipt.

ILLINOIS:

Margareth Etienne, Associate Dean for Graduate

and International Legal Studies

College of Law

504 East Pennsylvania Avenue

Champaign, IL 61820

USA

Tel: 217-333-6066

Email: metienne@illinois.edu

With copy to:

Contract Services Office

Office of Business and Financial Services University of Illinois at Urbana-Champaign

109 Coble Hall, 801 S. Wright Street

Champaign, IL 61820 Tel: 217-333-4638

Email: UrbanaCSO@uillinois.edu

**GENOVA:** 

Prof.ssa Orsola Razzolini

Associato di diritto del lavoro Università degli Studi di Genova

Scuola di Scienze sociali

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e-mail: orsola.razzolini@unige.it

### UNIVERSITÀ DEGLI STUDI DI GENOVA

UNIVERSITY OF ILLINOIS

Prof. Paolo Comanducci

Rector

Barbara J. Wilson

Interim Chancellor

Reitumetse Obakeng Mabokela

Vice Provost for International Affairs and Global Strategies

**BOARD OF TRUSTEES OF** THE UNIVERSITY OF ILLINOIS

Walter K. Knorr Comptroller

Stacey Ballmes, Contracts Coordinator 2016.01.21 16:34:01 -06'00'

#### Annex 1

## COOPERATION PROGRAM - LAW STUDENTS OF THE UNIVERSITY OF GENOVA ADMITTANCE TO THE LL.M. PROGRAM OF THE UNIVERSITY OF ILLINOIS

The University of Illinois Urbana-Champaign and the University of Genova, after constructive consultation and negotiation, have reached an agreement on the offering to the law students of the University of Genova the admittance to the LL.M. Program of the University of Illinois with favorable tuition fees. Both parties have agreed to the following terms,

- 1. Every year, the University of Illinois (hereinafter the "Illinois") shall accept the applications to the LL.M. Program (consisting of 32 credit hours-typically 8 courses) of maximum 4 (four) students currently attending the law degree at the University of Genova (hereinafter the "Genova").
- 2. Students of Genova wishing to attend the LL.M. Program organized by Illinois must submit an official score result from either the Test of English as a Foreign Language (TOEFL) or the International English Language Testing System (IELTS).
- 3. Genova students who wish to attend Illinois' LL.M. program must personally apply for admission to Illinois. Illinois may accept or reject an application by the applying student in accordance with its established admission policies. Illinois will notify both the student and Genova in writing of its acceptance or rejection of the students' applications. Both parties agree that any student information is subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, 34 available http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html. Prior to any distribution of student data, students must sign a FERPA release form. Without such form, no student information can be shared. Genova agrees to remind its students that this FERPA waiver form must be submitted before Illinois can release information.
- 4. Students wishing to attend the LL.M. Program shall normally have completed at least 6 (six) semesters of study at Genova.
- 5. Students wishing to attend the LL.M. Program will be expected to perform at the level of competency required for students in attendance at Illinois. These students will need to abide by the rules and regulations in effect at Illinois. Genova agrees that its students attending Illinois classes will be disciplined in accordance with the rules and regulations of Illinois and that students will be provided the same level of due process afforded to other law students attending Illinois.
- 6. Accepted students shall be entitled to all privileges and services normally extended to LL.M. students at Illinois.

- 7. Accepted students must be enrolled full-time at both the host and the home universities. He/she must pay tuition fees to Genova and the tuition fees due for the LL.M. Program at Illinois.
- 8. Illinois agrees that the tuition for each accepted student shall not exceed the total amount of \$15,000.00.
- Academic credit and grades earned at Illinois shall be recognized by Genova and credited toward a degree program in compliance with the policies of Genova. The conversion of grades and credit into each university's domestic system is incumbent upon Genova.
- 10. After completion of the LL.M. Program and as soon as practicable, Illinois will forward an official academic transcript to Genova.

#### A. <u>ADDITIONAL PROVISIONS</u>

- 1. The terms of this Agreement may be modified by mutual written consent upon the request of the Parties.
- 2. This Agreement shall become effective commencing on the Effective Date and continue for a period of five (5) years. The Agreement may be renewed for additional periods of time upon the mutual written consent of the Parties, subject to such terms and conditions as the Parties shall determine in writing. Written notice of the interest to renew must be given to the other Party at least three (3) months prior to the expiration of the Agreement.
- 3. The Agreement may be terminated by either signatory university upon the provision of 60 days' advance written notice to the other. Notwithstanding the foregoing, faculty and students involved in the LL.M. Program at the time of the notice of termination will be allowed to continue until it has been completed (i.e., the end of the term or academic year).
- 4. Each university agrees that in connection with the evaluation and acceptance of students in the exchange program and the administration of such program, the university shall not discriminate against any person on the basis of race, color, religion, gender, sexual orientation, marital or parental status, national origin, age, citizenship status, or disability.