

## ANNEX 2

### MEMORANDUM OF ARTICULATION

#### SCHOLARSHIP PROGRAM FOR GRADUATED STUDENTS

Building upon the Memorandum of Understanding (“MOU”) between Loyola Law School, Los Angeles (hereinafter “Loyola”) and the University of Genoa, with particular reference to its Department of Law (hereinafter “Genoa”) (collectively “Schools”), and in recognition of their common interest in developing bilateral relations, Loyola and Genoa define in this Memorandum of Articulation (hereinafter “MOA”) the terms of the program described in the following sections.

#### **I. General Statement**

Pursuant to the MOU and on the further terms and conditions set forth herein, Schools desire to establish a scholarship program for students graduated from Genoa (“Scholarship Program”) as specified below and facilitate the process of admission of such students to the Master of Laws (“LL.M.”) for International Students program at Loyola.

#### **II. Description, Tuition, Eligibility, Records and Application Requirements**

- 1) The Scholarship Program allows selected graduated students from Genoa to obtain scholarship funds to attend Loyola’s LL.M. according to the terms below. Only students who have already received a law degree from Genoa will be eligible for consideration under the Scholarship Program.
- 2) Genoa will identify eligible students who are interested in participating in the Scholarship Program and inform them of the terms and conditions of the MOU, the Dual Degree MOA and this MOA between Genoa and Loyola.
- 3) Genoa and Loyola will cooperate to determine whether interested students meet the eligibility and admissions requirements of Loyola as stated in the applicable provisions of the Dual Degree MOA and the paragraphs below.
- 4) Students from Genoa will be considered for the Scholarship Program based on graduate grade point average, standardized English proficiency test (TOEFL or IELTS) scores, and other documents and criteria as specified below. In consideration for an award under the Scholarship Program at Loyola, the following terms and conditions will apply to the applicants from Genoa:
  - a. Every applicant must meet all Loyola application criteria as defined on the Loyola’s LLM webpage (<http://lls.edu/llm>) in effect at the time of the application. Standard admission requirements may include Loyola’s application process, application fee, official TOEFL or IELTS scores, official transcripts from all post-secondary educational institutions attended, letter(s) of recommendation, resume, and financial support documentation showing sufficient funding to cover tuition and fees, room and board, mandatory health insurance and books.

- b. Every applicant to the Scholarship Programs must have the minimum grade point average of 100/110 (hundred/hundred and ten) (in Genoa's graduate program) as determined and certified by Genoa.
  - c. Every applicant to the Scholarship Program must meet the minimum English proficiency requirement of 90 on the TOEFL iBT.
- 5) Loyola will offer scholarship equal to 50% of tuition for the LL.M. program to each of the students meeting these requirements who are recommended by Genoa and admitted to Loyola's LL.M. program. Scholarship will be awarded in the form of a credit against Loyola's full tuition for the LL.M. program for the academic year following admission. Admitted students will be responsible to pay the remaining part of their tuition not covered by scholarship, plus any applicable student fees, and all of their travel, education, living and other expenses. Genoa will not be liable to Loyola for any of the students' tuition, fees, travel or living expenses.
- 6) After being recommended by Genoa for the Scholarship Program, students shall complete the LL.M. application form available at <http://lls.edu/llm>. In addition to the application form, students shall enclose all the application documents, listed in the checklist contained in the form. Additionally, Loyola will issue requisite Student and Exchange Visitor Information System (SEVIS) I-20 forms to admitted students.
- 7) Students participating in the Scholarship Program shall be informed in writing by Genoa that:
  - a. Neither Loyola, nor Genoa will be held liable or responsible for the failure of a student to obtain or retain a student visa;
  - b. All travel, education, living and other expenses are the individual student's responsibility.
- 8) Loyola and Genoa agree and acknowledge that the Family and Educational Rights and Privacy Act of 1974 (20 USC 1232g) ("FERPA") and related Loyola policies shall govern the confidentiality and privacy restrictions applicable to students "education records" as defined under FERPA. Accordingly, Schools agree to protect "education records" in accordance with FERPA and applicable Loyola policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing education records or information therefrom to the other party so that each can perform its respective responsibilities under this MOA. Schools agree to notify the other in the event of a security breach of which it becomes aware.
  - a. To the extent that Genoa has access to Loyola education records of program students that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder such information is considered confidential and is therefore protected from disclosure. To the extent that Genoa has access to "education records" under this Agreement, it is deemed a "school official," as each of these terms are defined under FERPA. Genoa agrees that it shall not use education records for any

purpose other than in the performance of this MOA. Except as required by law, Genoa shall not disclose or share education records with any third party unless permitted by the terms of this MOA or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Genoa under this MOA.

b. In the event any person(s) seek to access protected Loyola student education records, whether in accordance with FERPA or other relevant law or regulations, Genoa will immediately inform Loyola of such request in writing if allowed by law or judicial and/or administrative order. Genoa shall not provide direct access to such data or information or respond to individual requests. Genoa shall only retrieve such data or information upon receipt of, and in accordance with, written directions by Loyola and shall only provide such data and information to Loyola. It shall be Loyola's sole responsibility to respond to requests for data or information received by Genoa regarding Loyola's data or information. Should Genoa receive a court order or lawfully issued subpoena seeking the release of such data or information, Genoa shall provide immediate notification to Loyola of its receipt of such court order or lawfully issued subpoena and shall immediately provide Loyola with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.

c. If Genoa experiences a security breach concerning any education record covered by this MOA, then Genoa will immediately notify Loyola and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the MOA may, at Loyola's discretion, result in cancellation of the MOA. In addition, Genoa agrees to indemnify and hold Loyola harmless for any loss, cost, damage or expense suffered by Loyola, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records

### **III. Marketing materials**

- 1) Loyola will permit Genoa to use the name, marks and logo of Loyola for their marketing and recruiting purposes under this MOA subject to strict compliance with the following terms and conditions:
  - a. Genoa will ensure that all materials to be used in promotion of the Scholarship Program meet the usage and design standards of Loyola and that the content of all such materials has been approved in writing and in advance by Loyola;
  - b. All materials that carry the Loyola name and/or logo must conform to the policy of Loyola, with Loyola's written approval obtained prior to use by Genoa. Any materials provided by Loyola to Genoa for this purpose will be at the expense of Genoa.
- 2) Genoa hereby agrees and acknowledges that Loyola will exclusively retain and maintain all title, ownership rights and intellectual property rights in and relating to Loyola's name, marks and logos in the marketing materials, including but not limited to copyright, logos, names, trademarks, service marks, design, text,

images, links, concepts and themes. Genoa shall not reproduce, transmit, publish, alter, license, hyperlink, or create derivative works or otherwise use such materials in whole or in part in any manner without the prior written consent of Loyola.

- 3) Subject to its full compliance with the terms and conditions of the above paragraphs, Genoa can access and use the marketing materials developed by Loyola and provided to Genoa to promote the partnership.
- 4) Upon expiration or termination of the MOU and/or this MOA, Genoa shall return and/or destroy all marketing materials and all media containing Loyola's name, trademarks, logos, service marks, design, text, images, links, concepts and themes received from or authorized hereunder by Loyola, all in accordance with direction from Loyola. Genoa shall not retain copies of any marketing materials, media, data, trademarks, logos, service marks, design, text, images, links, concepts and themes received from Loyola once Loyola has directed Genoa as to how such information shall be returned to Loyola and/or destroyed. Furthermore, Genoa shall ensure that it disposes of all such data, marks and logos (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices)

#### **IV. General Provisions**

This MOA is subject to all the terms and conditions of the MOU which are incorporated herein by reference. The provisions included in the MOU shall also govern this MOA. This MOA is entered into on the day on which the signatures of Loyola and University of Genoa (UNIGE) have both occurred and shall be immediately terminated upon the termination of the related MOU.

For LOYOLA MARYMOUNT  
UNIVERSITY/LOYOLA LAW SCHOOL

For UNIVERSITÀ DEGLI STUDI DI  
GENOVA

By: \_\_\_\_\_  
Michael Waterstone  
SVP and Dean, Loyola Law School

By: \_\_\_\_\_  
Prof. Paolo Comanducci  
Rector

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Thomas O. Fleming,  
SVP and CFO, Loyola Marymount Univ.

By: \_\_\_\_\_  
Prof. Riccardo Ferrante  
Head of Department of Law

\_\_\_\_\_  
Date

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Date