

## ANNEX 1

### MEMORANDUM OF ARTICULATION

#### DUAL DEGREE PROGRAM

Building upon the Memorandum of Understanding (“MOU”) between Loyola Law School, Los Angeles (hereinafter “Loyola”) and Università degli Studi di Genova, 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 academic 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 dual education program (“Dual Degree Program”) for qualified students from Genoa 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. Dual Degree Program**

##### *II.1. Description*

- 1) “Dual Degree Program” is a program that allows qualified students from Genoa to obtain law degrees from both Genoa and Loyola in less time than it would normally take to obtain both degrees. Genoa and Loyola will confer a separate degree for Genoa students who successfully complete all the requirements for the Dual Degree Program in which they participate.
- 2) Genoa will identify students who are interested in participating in the Dual Degree Program as defined in this Section II and inform them of the terms and conditions of the MOU and this MOA between Genoa and Loyola.
- 3) Genoa and Loyola will cooperate to determine whether interested Genoa students meet the eligibility and admissions requirements of Loyola as stated in Sections II.2 and III below.
- 4) The model agreed upon between Genoa and Loyola for the Dual Degree Program is as follows:
  - a. Genoa students potentially involved are those enrolled in the 5-year program called “*laurea magistrale a ciclo unico in giurisprudenza*” (Ministerial code: LMG-01) corresponding to a master’s degree;
  - b. students interested in the Dual Degree Program must successfully complete at least three years (six semesters) in residence (including mobility under the Erasmus+ program or similar schemes, if applicable) at Genoa and, after that, successfully complete at least two (2), but no more than three (3), semesters in residence at Loyola.

- c. If students access the LL.M. program after only three years (six semesters) in residence at Genoa, they will have to successfully complete at least another year (two semesters) in residence at Genoa after completing the semesters in residence at Loyola.
- d. During their residence at Loyola, students will be required to successfully complete at least twenty-four (24) credit hours of LL.M. coursework. Loyola will confer an LL.M. degree upon those participants of this Dual Degree Program who: (1) successfully complete twenty-four (24) credit hours of LL.M. coursework, with at least a passing grade or better; and, (2) successfully complete all degree requirements of their Genoa degree (5-year program “*laurea magistrale a ciclo unico in giurisprudenza*”) in law at Genoa, and after Genoa confers an undergraduate degree in law on such students. A certified copy of the degree certificate from Genoa will be provided to Loyola and is a condition precedent to Loyola’s conferral of the LL.M. degree.
- e. The credits acquired at Loyola by participating students will be taken into account by Genoa towards completion of the requirements that are needed by such participating students for the purpose of obtaining their Genoa degree (5-year program “*laurea magistrale a ciclo unico in giurisprudenza*”) according to the following terms:
  - (i) participating students will be entitled to replace with coursework successfully completed at Loyola all subjects normally replaceable within the Erasmus exchange program according to Art. 12 of the “Manifesto degli Studi dei corsi del Dipartimento di Giurisprudenza”;
  - (ii) in addition, participating students will be entitled to replace with appropriate coursework successfully completed at Loyola the following subjects: “Diritto Commerciale II”, “Diritto Costituzionale II” and the credits corresponding to the second year of the two-year subject “Diritto Processuale Civile”; this possibility is subject to the Genoa relevant professor’s right to inspect the syllabus of the Loyola subject at stake for the purpose of verifying the comparability of the subject matter and to the Genoa relevant professor’s right to request that a written report is filed by the student upon his or her return;
  - (iii) other coursework successfully completed at Loyola may be considered for conversion on a case-by-case basis;
  - (iii) the ratio applied will be as follows: 1 Loyola unit = 3 Genoa credits.

**By way of an example:**

- American Legal Research and Writing for Foreign Lawyers (3 units) = Diritto dell’Unione europea II (9 credits)
- Introduction to American Law (2 units) = Esame opzionale No. 1 (6 credits)
- Federal Courts (3 units) = second year of “Diritto Processuale Civile” (9 credits);
- Constitutional Law (4 units) = Diritto Costituzionale II (9 credits), **plus 3 extra credits**
- Commercial Law (3 units) = Diritto Commerciale II (9 credits)
- Immigration Law (3 units) = Fondamenti del Diritto Europeo (6 credits) **plus 3 extra credits**
- Music Law (2 units) = Tecniche della Interpretazione e della Argomentazione (6 credits)
- Internet Law (2 units) = Storia delle Costituzioni e delle Codificazioni Moderne (6 credits)

- **3+3 extra credits** = Esame opzionale No. 2 (6 credits)

Genoa students are required to submit their Learning Agreement to the Unige competent board before their exchange period. Learning Agreements have to be approved by Loyola.

*II.2. Tuition, Eligibility, Records and Application Requirements for the Students Participating in the Dual Degree Program*

- 1) Students from Genoa will be considered for admission to Loyola for the Dual Degree Program based on grade point average, standardized English proficiency test (TOEFL or IELTS) scores, and other documents and criteria as specified in this Section below. The following terms and conditions will apply to the applicants from Genoa:
  - a. Every applicant must meet all Loyola application criteria as defined on 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 Dual Degree Programs must have the minimum grade point average of 25/30 (twenty-five out of thirty) as determined and certified by Genoa (in the graduate program).
  - c. Every applicant to the Dual Degree Program must meet the minimum English proficiency requirement of 90 on the TOEFL iBT.
- 2) Students participating in the Dual Degree Program will be responsible for payment of tuition and fees in effect at Loyola at the time of admission subject to subsection 3 below.
- 3) To promote the partnership and provide greater access to Genoa students, Loyola agrees to award each student from Genoa admitted to the Dual Degree Program a scholarship of 50% (fifty percent) of the tuition fee otherwise applicable to them to reduce tuition costs of the LLM.
- 4) 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.

- 5) For guidance purposes only, it is acknowledged that the annual tuition fees for the LL.M. program are set, for academic year 2018/2019, at US\$ 56,360.
- 6) As far as “Safety” and “Insurance” the clauses stated in the art. 5 of the MoU are in force.

### **III. Application and Admission Process for the Dual Degree Programs**

- 1) Genoa will advertise the possibility for its students to access the Dual Degree Program through the website of the Department of Law and other effective means including, at appropriate times, informative sessions.

- 2) A deadline will be set every year for Genoa students to file their application to take advantage of the Dual Degree Program and a commission of three members of the Genoa teaching staff will be appointed for any given year to select 5 (five) students eligible for recommendation to Loyola. Genoa internal rules and procedures will apply to the establishment and operation of such commission. In case more than 5 (five) applications are filed the selection will be based on merit and will include both an examination of the applicants' resumes and transcripts of record and a motivational interview. Any decision of the commission will be final.
- 3) Students selected by Genoa for the Dual Degree Program will make formal application to Loyola by the deadline listed on the Loyola's LLM webpage (<http://lls.edu/llm>).
- 4) Loyola will give priority to reviewing applications from Genoa students.
- 5) In one academic year Loyola will grant priority admission to the LL.M. Program to up to 5 (five) students from Genoa who meet the following requirements:
  - a. submit their applications before Loyola's Priority Application Deadline for the LLM program, as specified at <http://lls.edu/llm/>;
  - b. have earned a minimum grade point average of 25/30 (twenty-five out of thirty), as certified by UNIGE;
  - c. attain a TOEFL score of 90 as verified by official test score reports.
- 6) Students interested in participating in the Dual Degree Program 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 Dual Degree 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.

#### **IV. Marketing materials**

- 1) Loyola will permit Genoa to use the name, marks and logos 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 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)

**V. 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 UNIVERSITA’ 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.

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date