

ALLEGATO AL PUNTO 24

AGREEMENT FOR ACADEMIC COOPERATION BETWEEN FAIRLEIGH DICKINSON UNIVERSITY (U.S.A.) AND UNIVERSITÀ DEGLI STUDI DI BERGAMO (ITALY)

FACULTY EXCHANGE PROGRAM

Fairleigh Dickinson University (FDU) and Università degli Studi di Bergamo (UOB) and its representative, Prof. Dr. Stefano Paleari, Rector, both with legal authority to effectuate agreements and obligate themselves and the institutions they represent, agree to expand their existing academic cooperation to include the exchange of Faculty members. The purpose of the Faculty Exchange Program is to foster global education and enhance research through the possibility to spend a period of time for teaching and researching in the partner university.

I. Authorization to Operate

FDU is an accredited independent university in the U.S., accredited by the Commission on Higher Education of the Middle States Association of Colleges and Schools and recognized as such by the Commission on Higher Education within the State of New Jersey. Similarly, UOB is an educational institution legally constituted in accordance with the laws of Italy to offer post-secondary level programs (accredited by the Ministero dell'Istruzione, dell'Università e della Ricerca, Italia).

If, for any reason, FDU loses its authorization or accreditation to offer master's degrees or UOB loses its authorization or accreditation to offer master's degrees, then the other party may exercise its right—under Section V of this Agreement - Legal Considerations, Clause G—to terminate this Agreement.

II. Academic Considerations

- A. Under this Agreement, FDU and UOB Faculty will be permitted to research and teach at the partner university. Each University undertakes to host a maximum of two members of the respective Faculty every academic year. Visiting faculty will be included in the list of Visiting Scholars or Visiting Professors, according to FDU and UOB regulations.
- B. The residency requirement for the exchange shall be from a minimum of two weeks to the maximum of one full semester (twelve weeks). The amount of teaching required is five/six class hours per week, starting from a minimum of ten/twelve (for a two-week stay) to thirty/thirty-six class hours. The teaching, especially for shorter periods of time, may consist of public lectures, seminars, or class lessons, addressed to BA, MA PhD students. Applicants will define their program before leaving, in agreement with the colleagues who are going to host the visiting Faculty in their respective Departments or courses. Applications should be sent to the Office of International Education at FDU and to the International Office at UOB, which will submit curricula and lists of lessons offered to respective Faculties. Once the approval for the visit from the Department involved in the exchange is obtained, and housing availability is confirmed, acceptance of the proposed visit will be communicated to the partner university. Applications for the Spring semester must be submitted before 15th October of the previous year and applications for Fall semester must be submitted before 15th April of the same year.

Communication of acceptance from the host institution will come respectively before 15th November and 15th May. Professors who are planning on spending the whole semester in the host institution will have to apply a semester and a half in advance (Professors planning to go in the Fall will have to hand in an application to their own institution the previous fall, by the end of September, while those planning to go in the spring will hand it in the previous spring, by the end of February)

- C. FDU and UOB shall offer visiting Faculty a support service, as well as information regarding courses and access to library facilities. Faculty members participating in the exchange programme are entirely responsible for application procedures for visas or other documents required to participate in the exchange for its planned duration.

III. Financial Considerations

- A. FDU and UOB Faculty taking part in the exchange program will not be paid by the host institution but by the sending institution. Accommodation on campus or nearby will be provided by the host university, based on prior confirmation, for the whole period spent by the visiting Faculty, as long as they are contributing to the host university life by giving classes, lessons, seminars, or lectures.
- B. Faculty members will be responsible for roundtrip airfare, board, medical insurance, and other personal expenses while visiting at FDU or UOB.

IV. Promotional Considerations

- A. Each party to this Agreement agrees to assist the other in promoting the Faculty Exchange Program. Any promotional material produced by either party in connection with this Agreement shall be subject to approval by the other party before it can be used. Moreover, the use of the name or logo of one party by the other will be subject to written approval (via e-mail) on a case-by-case basis.
- B. Each party to this Agreement shall provide access to a staff member and appropriate office at the university to assist the other party with any matters pertaining to this Agreement or the Faculty Exchange Program specifically.

V. Legal Considerations

- A. FDU agrees to exonerate and indemnify UOB (its trustees, employees and representatives—past, present and future) and hold it and them harmless against all claims, suits, damages and costs (including reasonable legal costs) that arise out of or are related to this Agreement.
- B. Similarly, UOB agrees to exonerate and indemnify FDU (its trustees, employees and representatives—past, present and future) and hold it and them harmless against all claims, suits, damages and costs (including reasonable legal costs) that arise out of or are related to this Agreement.
- C. Both parties to this Agreement shall seek to resolve any dispute by negotiation and correspondence between representatives of each party. In the event that a dispute cannot be so resolved, the parties agree to attempt to resolve the matter through a formal mediation process.

- D. All conditions in this Agreement are subject to Faculty members obtaining appropriate documentation (appropriate immigration documents) to enter and study in the U.S. Neither FDU nor UOB is responsible for obtaining these documents. However, FDU and UOB will assist Faculty in obtaining any required documents for their stay in the U.S. or Italy.
- E. All visiting Faculty shall be required to comply with the policies and procedures of the host institution, including but not not limit to applicable Human Resources policies. Any faculty being hosted by FDU shall be subject to background check(s) similar to those required of faculty being hired by FDU; the two institutions shall work together to complete these checks before acceptance of the proposed visit.
- F. This Agreement will remain valid until December 31, 2019. Moreover, this Agreement may be subject to review and modification by mutual consent of both parties.
- G. This Agreement may be terminated by a twelve-month prior written notice initiated by either party. In addition, this Agreement may be terminated by either party at any time the other fails to adhere to any of the terms and conditions established in the Agreement, provided that the party seeking termination gives the other written notice describing the cause for termination and provides the other one-hundred-twenty (120) days from the date of such notice to correct the cause. Such termination shall not affect activities in progress at that time. All notices shall be sent registered mail to the individuals and addresses noted below.

To FDU:

Vice Provost for International Education
Fairleigh Dickinson University
1000 River Road, H-DH2-15
Teaneck, NJ 07666
U.S.A.

To UOB:

Rector
Università degli Studi di Bergamo
via Salvecchio 19
24129 Bergamo
Italy

- H. This Agreement does not restrict FDU or UOB from entering into agreements with other colleges or universities.

The officials signing this Agreement on behalf of their principals or employers have full authority to do so and their principals have taken the required steps to have this Agreement negotiated and signed. This Agreement shall become effective when signed by officials of both parties.

For FDU:

For UOB:

Jason A. Scorza , Ph.D.
Vice Provost for International Education

Prof. Dr. Stefano Paleari
Rector

Date

Date