

**COOPERATION AGREEMENT BETWEEN
UNIVERSITY OF PALERMO AND
UNIVERSITY OF INTERNATIONAL BUSINESS & ECONOMICS LAW SCHOOL**

OBJECTIVE AND PURPOSE

- 1) The objective of this Agreement is to establish a student exchange program for students at the Università degli Studi di Palermo – Depart. Of “Scienze Giuridiche,della Società e dello Sport” (hereinafter referred to as “University of Palermo”) and for students in the University of International Business & Economics Law School (hereinafter referred to as “UIBE”) as well as faculty exchange and cooperation between the parties.
- 2) The purpose of this Agreement is to set out the major points for organizing these activities which is to operate on a reciprocal basis, taking into account, whenever possible, the academic and administrative constraints of each institution.

DEFINITIONS

- 3) For the purposes of this Agreement, the following definitions shall apply:
 - a. “Host Institution” shall stand for that institution receiving students.
 - b. “Home Institution” shall stand for that institution sending students.
 - c. The term “academic year” shall stand for two academic terms. At UIBE these include the “Fall Term” (September – Mid-January), and the “Spring Term” (February – Mid-June). At University of Palermo, the first term runs from October-January and the second term from March-June. However, foreign students visiting in the Fall term will be able to complete their studies by the end of December.
 - d. “Exchange students” are students participating in the exchange defined in this agreement.
 - e. “ Full course load” for a term will be considered 18 credits at University of Palermo and 12 credits at UIBE. (At UIBE, one credit usually means 16-18 class hours(about 45 minutes). At University of Palermo one credit usually means 8 class hours (60 minutes). The minimum length in terms of credits is 6 credits for course so 18 credits mean at least 3 courses of 6 credits each)

NUMBER OF EXCHANGE STUDENTS

- 4) Each year during the term of this Agreement, each institution may nominate up to three law students (1 FTE) each year to be enrolled at the other institution for one academic term. A balance in the number of students exchanged shall be sought over the term of this Agreement. If, in a given year, there is a discrepancy in the number of students exchanged, the credit or debit will be carried over to the following year.
- 5) If an imbalance of exchange places exists at the time of termination of this Agreement, the institution having hosted the larger number of students shall be entitled to rectify the imbalance by sending additional students to the other institution under the terms of this Agreement in the year following the date that the Agreement is officially terminated. The Agreement shall be automatically extended by one year to accommodate rectification of the imbalance.

ADMISSION PROCEDURES

- 6) Candidates must satisfy the admission requirements for non-degree visiting student status of the host institution. In particular, UIBE's students must have completed at least one year of law studies and students from the University of Palermo must have completed at least two years of law studies prior to participation in the exchange; and each candidate must be in good academic standing at the home institution. Candidates can also be master graduate or PH.D students.
- 7) The home institution will be primarily responsible for selecting students to participate in the exchange program. Students selected by the home institution will complete an application for the host institution, which shall be sent to the host institution together with a letter from an academic staff member of the home institution nominating the student for the program and a transcript of the student's academic record.
- 8) For the purpose of admission to the exchange programs, all students must have a TOEFL score of 580 (237 computer-based, 93 internet based) or above, or IELTS score of 6.5 or above, if English is not the student's first language.

- 9) The host institution will evaluate the application of each selected student. It will normally approve the applicants nominated by the home institution. However, the host institution reserves the final admission decision for each exchange student.
- 10) Applications for admission as an exchange student to UIBE must be submitted no later than 30 June for the fall term. Applications for admission as an exchange student to University of Palermo must be submitted no later than 30 June for first term.

STATUS OF STUDENTS AND PROGRAM OF STUDY

- 11) Exchange students shall be registered as non-degree students for one semester at the host institution. They are expected to return to their home institution to complete their degree.
- 12) Exchange students will be permitted to enroll in courses at the host institution for which they are qualified, subject to the same requirements and conditions as students from the host institution. They should understand that there is no guarantee of enrollment in specific courses.
- 13) Exchange students will be required to sit for examinations and be assessed and graded in the same manner as students in the host institution, and will acquire credits in accordance with the regulations of the host institution.
- 14) Exchange students shall pursue a course of study developed in consultation with, and with the approval of, their home institution.
- 15) Exchange students shall be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at the host institution.
- 16) Exchange students shall be entitled to the privileges of full student status, such as full use of the library, use of university sports and other facilities, etc. Exchange students will not be entitled to university housing. Exchange students shall be subject to the rules and regulations of the host institution.

JOINT PH.D. PROGRAM

17) The parties will explore the possibility of establishing a joint Ph.D. program in **Private and Business Law**. Such joint program will be based on the following principles:

- a) The program will be aimed at Ph.D. students whose dissertation topics can benefit significantly from cooperation between the University of Palermo and UIBE and from joint supervision by one faculty member from the University of Palermo and another one from UIBE.
- b) In order to facilitate this program, the parties will appoint a joint committee consisting of two members, both lawyers, of the respective faculties; the committee will be responsible for implementing the joint Ph.D. program and to resolve any difficulties that may arise in its implementation. The committee shall also ensure the compatibility of the program with internal rules of each party.
- c) For eligible Ph.D. students, the University of Palermo and UIBE shall each appoint one supervisor who will develop together with the student the dissertation proposal and then supervise the research and writing of the final dissertation.
- d) In order to be allowed to write the full dissertation, the Ph.D. student's dissertation proposal, after having been approved by both supervisors, will have to be assessed and approved by two external assessors who will be scholars in the relevant field and full members of reputable academic institutions. The supervisors will be responsible to ensure the implementation of the external assessors' comments.
- e) The proposal and dissertation will be written in English.
- f) The student's main institution will be his home institution and that will be the institution to which he will pay tuition, where he will take most of his courses, and where he will spend most of the time working on his dissertation. However, the student will also be expected to spend some of the time, between one or two semesters, at the partner institutions, where he will have the opportunity to take a course or two (free of charge) and to work closely with his other supervisor.
- g) When the Ph.D. student has completed the writing of his dissertation to the full satisfaction of both his supervisors, it will be sent to approval of two external

assessors who will be scholars in the field and full members of reputable academic institutions.

- h) Subject to the provisions set out above, each institution will respect the procedures and academic requirements of the Ph.D. student's home institution, and when they have been fulfilled, along with the requirements set out above, the Ph.D. student shall be deemed to have fulfilled also the procedures and requirements of the other joint institution.

Thus, once the dissertation has been approved and the above requirements fulfilled, the Ph.D. student will receive two Ph.D. degrees, one from and one from UIBE. However, each diploma will mention the fact that it is a joint degree with the other institution.

FACULTY EXCHANGE

18) During any year in which UIBE and are able to agree on an exchange of one faculty member from each respective institution, one law professor from each institution will be given the opportunity to visit the other institution and to teach a course of up to 2 credits, in addition to the professor's regular teaching responsibilities at his or her home institution, provided the timing of such visit will not interfere with the scheduled teaching and service responsibilities of the visiting professor at his or her respective home institution.

- a. Short Courses: Faculty from each institution will teach one intensive 1- or 2-credit course within a minimum time frame of one week, and a maximum time frame of four weeks so as not to interfere with the regular teaching obligations of each faculty member at their home institution.
- b. Faculty Eligibility. Each year, by 30 September, the two universities will communicate the number of visiting professors that can be hosted for the next academic year. In order to be eligible to teach at the host institution, a prospective faculty member will submit a proposal of one or more courses that he or she can teach before January 31 of the year preceding the academic visit. The proposal shall include the CV of the prospective visiting professor, and a syllabus or bibliography for each of the proposed courses. The host institution shall have the discretion to choose among the courses offered by the visiting faculty member to

select the course that best suits the needs of the host institution. A visiting professor shall be required to abide by all the rules and policies of the host institution pertaining to teaching in such institution.

- c. **Honorarium.** The host University will pay a honorarium to the visiting professor/s as fixed in the Annex B.
- d. **Facilities.** The visiting faculty member will get an office in the host institution, a computer, and Internet access, as well as access to the library, for the duration of the stay, provided it does not exceed two (2) months.

Costs. All costs connected to the visit, such as travelling costs, accommodation costs, visa costs, etc., shall be borne by the visiting faculty member, and the host institution's financial obligation toward the visitor shall not exceed the sum of the agreed honorarium in paragraph (c) above.

FEES AND EXPENSES

- 19) Exchange students shall pay tuition fees and other related fees at the home institution, and shall be exempted from paying such fees at the host institution. Exchange students will be responsible for completing appropriate registration procedures at their home institution.
- 20) Exchange students will be responsible for arranging the necessary visa and for covering the cost of accommodation, international travel, travel in the host country, books, equipment, consumables, hospitalization, health insurance, and other incidental expenses arising out of the exchange. No exchange of funds between the two institutions will occur.
- 21) In the unlikely event that an exchange student should fail to comply with academic or disciplinary regulations of the host institution, and be asked to leave the host institution, the exchange student will be responsible for any expenses resulting from the involuntary withdrawal. The home institution will be notified before any such action is taken.

HEALTH INSURANCE

- 22) students attending UIBE on exchange will be required to arrange for their own health insurance for the terms spent at UIBE.

- 23) UIBE students attending the University of Palermo on exchange will be required to arrange for their own health insurance for the terms spent at .
- 24) All exchange students are responsible for ensuring that they have international health and travel insurance coverage that is adequate for their needs.

SAFETY AND SECURITY

- 25) Students participating in international academic exchanges are subject to the Home University's Off-Campus Safety Policy, which relies on travel advisories posted by the Home University. In the event that a travel advisory is posted for a host country or region, the Home University may find it necessary to suspend participation by its students in an exchange.

STUDENT VISA AND OTHER DOCUMENTS

- 26) Exchange students will be responsible for obtaining student visas and related documents necessary to pursue studies at the host institution. Exchange students will be required to provide evidence of sufficient funds for accommodation and living expenses during their stay at the host institution. Exchange students will be required to present proof of financial support for visa purposes.

ACCOMMODATION

- 27) Neither institution is obligated to provide housing for exchange students. However, each institution shall make every reasonable effort to assist exchange students in finding suitable accommodation.
- 28) Final housing arrangements, such as the signing of the lease, will rest with the exchange student. The cost of housing shall be paid by the students as individuals.

NOTIFICATION OF RESULTS/ACADEMIC CREDIT

- 29) An official transcript of results will be provided by the host institution to the home institution as soon as possible after completion of each visiting student's exchange period.
- 30) The home institution will determine the academic credit to be granted to its exchange student for courses/modules completed at the host institution.

IMPLEMENTATION OF THE AGREEMENT

- 31) Each institution shall designate one individual to fulfill the responsibilities of student exchange coordinator to facilitate student exchanges under the terms of this Agreement. They will also appoint a faculty member officially responsible for administering the exchange program.
- 32) As early as possible, the student exchange coordinators will exchange annually all relevant information about the courses to be offered at their respective institutions in the upcoming academic year (course description, timetable, full-year and one-term courses, language requirements, etc.) including non-law courses when appropriate.
- 33) Modifications to this Agreement may be made by mutual agreement and confirmed through an exchange of letters. Such modifications or changes will be subject to such further approval as is required under the statutes and regulations of each institution.

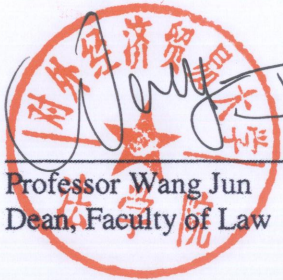
FINAL PROVISIONS

- 34) This Agreement shall enter into force upon approval by all of the appropriate authorities of both institutions as set out at the end of this Agreement, and shall remain in force for a period of three years. The exchange shall commence in the fall semester, 2013.
- 35) Either institution may terminate this Agreement by giving notice no later than January 1.
- 36) This Agreement may be extended by consent of both institutions for a further specified period.
- 37) For conditions of the exchange not covered by this Agreement, or for problems that arise during the course of the exchange program, both parties agree to refrain from unilateral action and to consult and negotiate mutually acceptable decisions.

38) In signing this Student Exchange Agreement, the two institutions jointly affirm that the essential values of intellectual integrity, freedom of inquiry and exchange of ideas and equal dignity of all persons must govern this partnership and the administration of the exchange.

In WITNESS HEREOF, the parties hereunto affix their signatures:


For, and on behalf of University of
International Business and Economics



[Handwritten signature]

Professor Wang Jun
Dean, Faculty of Law

For, and on behalf of University of Palermo




[Handwritten signature]

Professor Giuseppe Verde
Director of the Department of "Scienze
Giuridiche, della Società e dello Sport

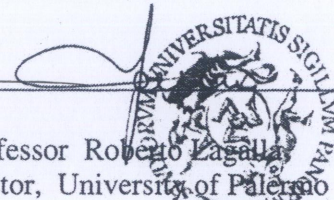
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Date



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Professor



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Professor Roberto Zagala
Rector, University of Palermo

Date

Date

ANNEX A EXCHANGE COORDINATORS

Each University agrees to appoint Coordinator(s) for the administration of the exchange. The Coordinator(s) will serve as the contact person(s) on campus, being responsible for arrangements associated with visits, ensuring that necessary approvals are in place, and the general welfare of the exchange students.

The Coordinators of this exchange program are:

University of Palermo :

For Administrative matters: Name: Antonio Serafini
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For Program-related matters: Name: **Prof. Enrico Camilleri**
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For program related matters Mr/Mrs
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Fax.....
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ANNEX B FINANCIAL TERMS