

**A COOPERATIVE EDUCATION PROGRAM AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, USA
AND
UNIVERSITA DEGLI STUDI DI GENOVA
IN GENOVA, ITALY**

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 Cooperative education program 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 2021-2022 academic year in order to obtain the LL.M. (Master of Laws);
- 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 - Students

The admittance of the law students of the University of Genova to the LL.M Program of the University of Illinois 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 3: Insurance

During all times relevant to this Agreement, each Institution shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per occurrence and \$2 million aggregate. Each Institution shall comply with applicable laws governing workers' compensation and mandatory insurance for vehicles. Upon request and within seven days each Institution shall provide to the other a Certificate of Insurance evidencing the coverage and limits required. Each student must maintain travel and health insurance coverage with minimum limits of \$100,000 per accident or illness, medical evacuation coverage with minimum limits of \$50,000 and repatriation coverage with minimum limits of \$25,000.

For academic activities, UNIGE provides mobility students with an insurance coverage for civil liability and accidents. The insurance policy states terms and conditions of the coverage.

Students must acquire, at their own expense, an additional insurance policy to be adequately covered according to provisions indicated in this article.

About safety in the workplace regarding incoming students involved in the activities established by this Agreement, the Illinois shall conform to applicable national legislation.

Article 4: Duration

This Agreement shall be effective upon the date of final executing signature and shall continue for five years, unless sooner terminated or renewed. Either Institution may terminate the Agreement by providing no less than 60 days' advance written notice to the other, provided that the Agreement shall not terminate until all enrolled Students have had the opportunity to complete their Program.

Article 5: Additions and/or Modifications

The terms of this Agreement may be modified by mutual written consent upon the request of the Parties. The request for renewal, extension, and/or modification, must be submitted for the approval of both parties and their duly authorized personnel.

Article 6: 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:

Purchasing and Contract Management Office
Office of the Chancellor
University of Illinois at Urbana-Champaign
1817 S Neil St, Suite 212 | M/C 602
Champaign, IL 61820
Reference: CN-00051783

GENOVA

Prof. Lorenzo Schiano di Pepe
Law Department
Università degli Studi di Genova
Scuola di Scienze sociali
Dipartimento di giurisprudenza
Via Balbi 5 - 16126 Genova

lorenzo.schianodipepe@unige.it

With copy to:

UNIVERSITA' DEGLI STUDI DI GENOVA
Area Internazionalizzazione, Ricerca e Terza Missione
Servizio Internazionalizzazione
Settore Attività Internazionali per la Didattica
Piazza della Nunziata, 6 - 16124 Genova
Tel. +39 010 209 5626
relint@unige.it

Article 7: Privacy Laws

7.1. The parties acknowledge that GENOVA and the University of Illinois may process Personal Data of Exchange Students and University Personnel who are participating in a program under this Agreement, (as specified in the table below). The parties represent that they are independent personal data controllers in the performance of this Agreement and that the personal data processing will be exclusively for the purposes defined by this Agreement. GENOVA undertakes to process the data acquired while performing the present Agreement, in compliance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and protection also of special categories of personal data referred to in GDPR (EU) 2016/679, art. 9. Illinois undertakes to protect data retained in its confidential files, in compliance with Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S.C. 1232g). To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing FERPA- or GDPR-protected information to the other, so that each can perform its respective responsibilities under this Agreement.

The subject matter and duration of the Processing	<p>The subject matter of the processing is the processing of Personal Data in relation to GENOVA Exchange Students.</p> <ul style="list-style-type: none"> • Illinois will Process the Personal Data in relation to GENOVA's Exchange Students. <p>GENOVA and Illinois are Controllers.</p> <p>The Processing will be for the duration of this Agreement.</p>
The nature and purpose of the Processing	<p>The nature of the Processing is the Processing of:</p> <ul style="list-style-type: none"> • University of Illinois will process GENOVA's Exchange Students' Personal Data for the purposes of registering GENOVA's students visiting the University of Illinois and studying there as non-degree exchange students, or otherwise participating in short-term courses pursuant to this agreement.
The type of Personal Data being Processed.	<p>The type of Personal Data being Processed concerns the following categories (check all that apply):</p> <ul style="list-style-type: none"> • <input checked="" type="checkbox"/> Names and addresses • <input checked="" type="checkbox"/> Telephone number(s) • <input checked="" type="checkbox"/> E-mail Address • <input checked="" type="checkbox"/> Other contact information • <input checked="" type="checkbox"/> Gender • <input checked="" type="checkbox"/> Date of Birth • <input checked="" type="checkbox"/> Place and Country of Birth • <input checked="" type="checkbox"/> Passport Data • <input checked="" type="checkbox"/> Registered degree programme • <input checked="" type="checkbox"/> University ID / Student Number • <input checked="" type="checkbox"/> Academic progression information • <input checked="" type="checkbox"/> Data concerning health and disclosure of disabilities. • <input checked="" type="checkbox"/> Accommodation Details for Placement • <input checked="" type="checkbox"/> Mitigating Circumstances Information • <input checked="" type="checkbox"/> Other (specify): Staff personal information such as full name, e-mail address, job title and telephone number.

The categories of Data Subjects	The Personal Data concerns registered students, university personnel and faculty from the University of Illinois and GENOVA who are participating in a student exchange program under this agreement.
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7.2. Prior to transferring any personal information that is subject to the GDPR to Illinois, UniGe shall obtain the data subject's explicit consent to the proposed transfer, after informing the data subject of the possible risks of such transfer, due to the absence of an adequacy decision and appropriate safeguards.

Article 8: General Provision

8.1 Force Majeure. An Institution is excused from performing its obligations under this Agreement when conditions beyond its control and unforeseen by the Institutions make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the Institution whose performance is affected shall keep the other Institution fully informed about the conditions and the prospects of their ending.

8.2 Compliance with Laws. Each Institution shall perform its obligations in compliance with all relevant laws governing its performance, including, but not limited to, laws related to proprietary rights, civil rights, and import and export control. Breach of this provision is a material breach of this Agreement.

8.3 Integration. This Agreement together with its exhibits, appendices, annexures, attachments, and documents incorporated by reference constitute the Institutions' entire agreement regarding the subject matter.

8.4. Counterparts. The Parties may sign this Agreement in counterparts, all of which together constitute the complete Agreement. Duplicated or facsimile signatures shall be originals for all purposes.

8.5 Liability:

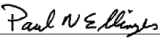
8.5.1 The relationship of the Parties under this Agreement shall be that of independent contractors, and neither Party shall be deemed, nor hold itself out as being, a partner or agent of the other Party.

8.5.2 Neither Institution undertakes civil, judicial, or extrajudicial liability in relation to any harmful event that may happen to professors, researchers and/or other faculty members who participate in faculty exchange programs, such as: crimes, misdemeanors, accidents, or illnesses of any kind.

8.5.3 To the extent that such liability is imposed by law, each Party will be responsible for the negligent acts and omissions of its employees or its agents acting in the course and scope of their employment or agency relationship. Neither Party assumes liability related to infringement of any patent, copyright, or other right of third parties due to the activities of the other party, its employees, or authorized agents.

8.6 Authorized Signatories. The individuals signing this Agreement on an Institution's behalf represent that they have the requisite authority and intent to bind that Institution to this Agreement.

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

By: 
Paul N. Ellinger, Interim Comptroller

By: 
Bradley Henson, Director of Purchasing

07/15/2022

Paul N. Ellinger, Interim Comptroller Date

UNIVERSITA DEGLI STUDI DI GENOVA

Firmato digitalmente da:
FEDERICO DELFINO
Università degli Studi di Genova
Firmato il: 23-06-2022 16:18:12
Seriale certificato: 818306
Valido dal 03-11-2020 al 03-11-2023

Signature _____ Date _____
Name: Federico Delfino
Title: Rector



Robert C. Jones
Chancellor

Signature _____
Name:
Title:



Reitumetse Obakeng Mabokela
Vice Provost for International Affairs
and Global Strategies

Signature _____
Name:
Title:

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 at the University of Genova the admittance to the LL.M. Program of the University of Illinois with favorable tuition fees in order to obtain the LL.M. 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 CFR Part 99, available at <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.

9. 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 and the degree to Genova.

A. ADDITIONAL PROVISIONS

1. 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.

Schedule A
Program Of Visit

Academic Year:			
Start Date (estimated)			
End Date (estimated)			
Names of Participants (Faculty Member(s))			
Home Institution			
Host Institution			
Scholarship or financial award from Host Institution	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Value of scholarship or financial support			
Activities to be undertaken during visit	SAMPLE		
Other information			

[Signature page follows]