

Memorandum of Understanding Between

H2CU – Honors Centre of Italian Universities (hereafter referred to as "H2CU"), represented by its Director, Prof. Lucio Ubertini, Sapienza Università di Roma, P.le Aldo Moro 5, 00185 Roma

And

UNIVERSITY OF MIAMI, a not for profit Florida corporation (hereafter referred to as "University of Miami" or "UM"), Coral Gables, Florida, United States of America accredited by the *Southern Association of Colleges and Schools*. Collectively, H2CU and UM shall be referred to as "the Parties".

It is agreed and stipulated as follows:

Article 1 – Preamble

This memorandum of understanding (hereinafter referred to as the "MOU") is entered into between the **H2CU** and the **University of Miami**, and concerns the cooperation in the field of education of the Italian universities members of H2CU (hereinafter referred to as "IUs") with UM. The UM students may include students from other institutions who apply to UM to go on the UM exchange programs.

Article 2 – Cooperation in education

This MOU intends to facilitate the establishment of exchange programs including the Dual Degree programs between UM and IUs.

In the case of a Dual Degree program, one degree (Masters of Science or MS) will be facilitated by UM while the other degree (Laurea Magistrale) will be facilitated by an IU. The two degrees shall be awarded separately after the participating student completes the requirements for each degree.

This MOU will be followed by formal agreements (hereinafter referred to as "Agreements"), directly negotiated between UM and the individual IUs, specifying the terms and conditions for students to reach the exchange objectives (i.e. obtaining an MS from UM and a Laurea Magistrate from an IU). The decision to finalize and execute any such Agreements shall be exclusively that of UM and the IU.

2.1 Conditions

1. This MOU is limited to engineering degrees and, as a pilot program, only in the fields of Civil, Architectural, and Environmental Engineering.
2. IUs must show that a student can earn an MS degree in one (1) year taking degree specific courses offered in the English language.

3. The number of Agreements between UM and IUs is at this time limited to a maximum of three¹ (3) simultaneous agreements. The first Agreement between UM and an IU will be a pilot program before any further agreements can be considered.
 4. There will be no tuition charged by the host institution. Participating students shall only pay tuition at the home institution.
 5. UM and the IU shall work cooperatively with each other's students to assist with any visa requirements. The obtaining of a visa shall remain the ultimate responsibility of the individual student.
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6. Each institution must have a structure in place to help accommodate exchange students, including academic counseling, facilitation of housing accommodations, and orientation program.
 7. Each institution will verify that its students participating in the exchange program comply with the host institution's medical documentation requirements.
 8. Agreements between UM and individual IUs concerning the organization of a Dual Degree program will define specific terms and obligations such as enrollment status of the students, recognition of credits earned by the students, and appointment of faculty members who will manage and supervise the program. Admission criteria of students participating in the program will also be defined.

Article 3 – Applications

Applicants from both institutions will fill out applications from the host institution. Students will be nominated by their home institutions with final acceptance made by the host university. Applicants are expected to meet the admission requirements of the host institution. The host institution has the right to accept or reject any nominated student, and the host institution shall not be liable for damages to the home institution or any applicant as a result of the host institution's refusal to accept any nominated student. UM and H2CU agree not to discriminate on the basis of race, creed, sex, national origin, age, disability or sexual orientation in the decision of whether to accept a nominated student. Each participant in the exchange will enjoy the same rights and privileges as students of the host institution, and will be expected to abide by the rules and regulations of the host university.

The terms and conditions of the agreement between UM and IUs shall be negotiated directly by and between UM and the IUs. It is anticipated that in addition to the terms and conditions relating to student participation, that such agreements will address other issues including but not limited to choice of law, dispute resolution, venue, and indemnification.

Article 4 – Entry into force and termination

The MOU is effective from January 1st, 2014, and will last for five years. It may be modified or extended if both parties agree in writing prior to the termination date. It can be terminated at any time by either party upon sixty (60) days written notice to the other party. Students enrolled in an exchange program at the time of termination will be permitted to complete their studies.

¹ H2CU shall track, maintain a record of, and ultimately have responsibility for approving the Italian Universities (IUs) that are eligible to enter into Agreements with UM.

Article 5 – Points of Contact

All notices which either party is required to give to the other in conjunction with this MOU shall be in writing, and shall be given by Federal Express (or comparable overnight courier) to such other party, or by facsimile (with confirmation by any other method accepted herein). All notices shall be sent to the addresses specified below.

As to University of Miami:

Antonio Nanni, PhD, PE
Lester and Gwen Fisher Endowed Scholar
Professor and Chair
Dept. of Civil, Arch. & Environ. Engineering
University of Miami
1251 Memorial Drive, McArthur Engineering Building, Rm. 325
Coral Gables, FL 33146-0630
Phone: 305-284-3461
Fax: 305-284-3492
E-mail: nanni@miami.edu

With a copy to:


University of Miami
Office of the General Counsel
1320 South Dixie Highway, Suite 1250
Coral Gables, FL 33146-2919
Tel.: (305)284-2700
Fax: (305) 284-5063

As to Honors Centre of Italian Universities:

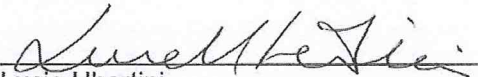
Prof. Antonello Folco Biagini
Prorettore vicario
Sapienza, Università di Roma
Dipartimento di Storia, culture e Religioni
P.le Aldo Moro, 5 00185, Roma
Phone: (+39) 0649690090
Email: antonello.biagini@uniroma1.it

Article 6 – Miscellaneous

This MOU may be translated into different languages. However, the parties agree that the version in English shall be the controlling and operative agreement between the parties.



Mr. Humberto M. Speziani
Asst. VP, Business Services
University of Miami



Lucio Ubertini
Director of H2CU Honors Center of Italian
Universities

Date: 12/11/13

Date: 12/13/2013

WITH THE ENDORSEMENT OF:

UM PRESIDENT
DONNA SHALALA

ITALIAN GENERAL CONSUL
ADOLFO BARATTOLO