

**STUDENT AND FACULTY EXCHANGE AGREEMENT
BETWEEN
FLORIDA GULF COAST UNIVERSITY AND UNIVERSITÀ DI MACERATA**

A. INTRODUCTION

Florida Gulf Coast University Board of Trustees in Fort Myers, Florida ("FGCU"), a public body corporate of the State of Florida and Università di Macerata, Macerata, Italy ("UNIMC"), (collectively, the "Parties") agree to engage in a partnership to be governed by the terms and conditions identified in this Exchange Agreement (Agreement). This Agreement extends from the "Intent to Develop Student Exchange Program between Florida Gulf Coast University and Università di Macerata" initiated between the Parties in February 2014.

B. PURPOSE

This Agreement is to further enhance a cordial and cooperative relationship through academic and cultural exchange, to promote a better understanding of American and Italian cultures among students and faculty, to further the purposes of scholarship, and to provide a framework for students and faculty associations between the Parties. The collaboration between the Parties may include such subjects as academic, research, cultural, and professional practices.

Based on the above mentioned statements, both UNIMC and FGCU agree on performing joint activities derived from the Agreement herein expressed, and to adhere to their commitments, terms and conditions described in the following clauses:

C. STUDENT EXCHANGE

1. A Direct Exchange Student is a full-time student at either partner institution (Home Institution) whose enrollment is reciprocated by the enrollment of a full-time student at the other institution (Host Institution). Students studying at the Host Institution remain the student of the Home Institution.
2. Prior to student enrollment at either institution, UNIMC and FGCU must determine equivalencies of courses and transfer of credit to the student's Home Institution. Course selection must be approved by both institutions.
3. Each Host Institution agrees to accept up to three (3) students per year (based on an equivalence of one student enrolled for one semester equals one student per year) from the Home Institution, according to Addendum 1. Both Institutions agree that every attempt will be made to ensure that each year an equal number of students are permitted to attend the other partner institution. In the event there is a difference in enrollment by the end of the fifth academic year of this Agreement, the Parties agree to discuss ways to balance enrollment between the partner institutions during future term(s).
4. FGCU students attending UNIMC and UNIMC students attending FGCU must comply with all UNIMC and FGCU student rules and regulations. Students who violate the rules and regulations of UNIMC or FGCU, who perform unsatisfactorily or who do not participate regularly in the course of study may be suspended or terminated from any or all of the programs at the initiation of either UNIMC or FGCU in consultation with the partner

institution. All students participating in this mobility exchange must commit to return to their home institutions following completion of the exchange semester at the host institution.

1. Exchange opportunities at UNIMC for FGCU Students.

1.1. **Student Selection:** FGCU's Office of International Services shall select and recommend students to attend UNIMC. At least four (4) months prior to the start of the relevant term, FGCU will also notify UNIMC of the number of students it would like to send. UNIMC reserves the right to accept or reject a FGCU student in accordance with its normal program enrollment standards. FGCU will also send completed copies of UNIMC mandatory forms (such as application forms, health insurance and immunization records, etc.) and student fees, if applicable, approximately four (4) months prior to the start of the term, the students are scheduled to begin studies.

Each selected student should send the application form to UNIMC, following the specific procedures, upon the deadlines indicated below:

| Receiving institution | Autumn term* [month] | Spring term* [month] |
|-----------------------|-------------------------|-------------------------|
| UNIMC | June 30 | October 30 |

Names and information of selected students should be announced 15 days prior the above mentioned deadlines.

- 1.2. **Student Applications:** FGCU students selected to participate in this exchange program will complete all applications and enrollment forms in English and student fees, if applicable, required by UNIMC and submit to the FGCU International Services Office to be forwarded to the International Relations Office of UNIMC.
- 1.3. **Instruction and Guidance:** UNIMC will provide FGCU students guidance and instructions on Italy immigration requirements, UNIMC institutional requirements, pre-arrival preparations, new student orientation, cultural expectations and adjustment, local community services and on-going support and services as needed.
- 1.4. **Immigration Requirements:** FGCU students attending UNIMC must fulfill Italy immigration requirements. Students should also enroll in sufficient courses to approximate the FGCU full time student status (12 credit hours per semester undergraduate; 9 credit hours per semester graduate based on course availability)
- 1.5. **Tuition and Fees:** FGCU students shall pay their normal tuition and fees directly to FGCU (according to FGCU fee payment deadlines) and will be personally responsible for all other costs including, but not limited to housing, meals, transportation, books, supplies and incidentals, health insurance and personal expenses. Special charges for programs or practical courses may be assessed, where such additional fees are normally charged to all UNIMC students, and paid directly to UNIMC at the time FGCU students are enrolled at UNIMC.
- 1.6. **Accommodations:** Housing in UNIMC student housing facilities will be available to FGCU

students, provided that they submit the application by terms stated in 1.1. above at the current UNIMC housing rates at the time of enrollment contingent on student's submission of any required applications and payment deposits. In case UNIMC housing is not available, the Department of Law will help students to arrange other local suitable housing in advance (including specified costs) for FGCU students.

- 1.7. **Courses:** FGCU students may select from a variety of course offerings at UNIMC with advanced approval from both UNIMC and FGCU to assure appropriate course placement and credit transferability. FGCU students will, where applicable, be provided with supportive Italian language instruction at UNIMC. For FGCU students with sufficient command of Italian, a program of studies taught in Italian will be available. The recommended level (not compulsory) of Italian language knowledge is: B1¹. For FGCU students who do not have sufficient command of Italian language, a program of studies taught in English will be made available. Note that exams take place at specific official sessions after the end of classes.
- 1.8. **Student Services:** UNIMC will make the full range of its services available to all FGCU students attending UNIMC including (as appropriate) issuance of an authorized student identification document, library and computer facilities, personal tutoring or advising, and services or referrals for assistance with counseling and health care.
- 1.9. **Health Insurance:** All FGCU students will be required to carry health, hospitalization and emergency evacuation insurance and to provide evidence thereof to the appropriate offices at UNIMC and FGCU prior to departure from FGCU.
- 1.10. **Academic Transcripts:** At the end of each academic term, after official exams are completed, the International Relations Office, on behalf of UNIMC, shall arrange for a sealed, certified record (transcript) in English of each FGCU student's academic history at UNIMC, to be forwarded to the International Services Office at FGCU.

2. Exchange opportunities at FGCU for UNIMC Students

- 2.1. **Student Selection:** UNIMC shall select and recommend students to attend FGCU. Following the calendar shown below prior to the start of the relevant term, the Professor Responsible of the Agreement for UNIMC will also notify FGCU of the number of students it would like to send. FGCU reserves the right to accept or reject a UNIMC student in accordance with its normal program enrollment standards. UNIMC will also send completed copies of FGCU mandatory forms, in English, (such as application forms, health insurance and immunization records, etc.) and student fees, if applicable, approximately four (4) months prior to the start of the term the students are scheduled to begin studies.

Each selected student should send the application form to FGCU, following the specific procedures, upon the deadlines indicated below:

| Receiving institution | Autumn term* [month] | Spring term* [month] |
|-----------------------|-------------------------|-------------------------|
|-----------------------|-------------------------|-------------------------|

¹ For an easier and consistent understanding of language requirements, use of the Common European Framework of Reference for Languages (CEFR) is recommended, see: <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

| | | |
|------|---------|--------------|
| FGCU | April 1 | September 15 |
|------|---------|--------------|

Names and information of selected students should be announced 15 days prior to the above mentioned deadlines.

- 2.2. **Student Applications** UNIMC students selected to participate in this exchange program will complete all applications by the deadlines indicated in article 2.1, enrollment forms and student fees, if applicable, required by FGCU and submit directly to the FGCU International Services Office. Timely applications are necessary to permit students to proceed to register for courses and have access to relevant FGCU information systems.
- 2.3. **Instruction and Guidance** FGCU will provide to UNIMC students guidance and instructions on United States immigration requirements, FGCU institutional requirements, pre-arrival preparations, new student orientation, cultural expectations and adjustment, local community services and on-going support and services as needed.
- 2.4. **Immigration Requirements:** UNIMC students attending FGCU must fulfill U.S. immigration requirements including enrollment in a full course of study (12 or more credits per semester for students classified as undergraduate and 9 or more credit hours per semester for students classified as graduate). UNIMC students joining a semester at FGCU should enroll in sufficient courses to approximate equivalent of UNIMC 30 credits. This arrangement is based on an approximate equivalency ratio of 12 FGCU credits to 30 ECTS at UNIMC.
- 2.5. **Tuition and Fees:** UNIMC students shall pay their normal UNIMC tuition and fees directly to UNIMC (according to UNIMC fee payment deadlines). UNIMC students will receive a tuition waiver for the minimal course credit hours required for full time status (credit hours for undergraduate students), 12 credit hours for undergraduate students and 9 credit hours for graduate students. UNIMC students wishing to enroll in course credits above these minimums will be assessed the normal international student tuition and fees for these courses. In addition, students may be required to pay the FGCU activity and service fee. Special charges for programs or practical courses may be assessed where such additional fees are normally charged to FGCU students and paid directly to FGCU at the time of enrollment. UNIMC students will be responsible for costs of housing, books, health insurance, personal items, transportation, etc.
- 2.6. **Accommodations:** Housing in FGCU student housing facilities will be available to UNIMC students at the current FGCU housing rates at the time of enrollment contingent on student's submission of any required applications and payment deposits. UNIMC students are expected to reside in FGCU student housing to encourage cultural immersion, integration and engagement with American students and involvement in numerous student life experiences.
- 2.7. **Courses:** UNIMC students may select from a variety of course offerings at FGCU with advanced approval from both FGCU and UNIMC to assure appropriate course placement and credit transferability. The language of instruction for all courses at FGCU is English. The recommended proof of English language proficiency is TOEFL 213 computer based, 550 paper based, or 79 internet based; or IELTS 6.5 minimum.
- 2.8. **Orientation:** UNIMC students are required to attend FGCU's International Student Orientation. FGCU will provide all incoming students assistance with immigration issues, pre-arrival instructions, academic advising and course registration, cross cultural adjustment and

local community services.

- 2.9. **Student Service:** FGCU will offer UNIMC students the full range of FGCU services, including issuance of an authorized student identification card, access to library and computer facilities, on-campus health and counseling services, academic advising and support and other related student services.
- 2.10. **Health Insurance and Immunizations:** UNIMC students will be required to carry health, hospitalization and emergency evacuation insurance in accordance with FGCU's policy relating to international students, and to provide evidence thereof to the Office of International Services prior to registering for courses. UNIMC students will also be required to provide immunization information in accordance with University regulations prior to registering for courses. UNIMC students must maintain required health insurance per FGCU institutional and US Department of State Exchange Visitor Program policy. Students will be enrolled in the FGCU health insurance program if they are not previously approved by the FGCU International Services Office for alternate health insurance.
- 2.11. **Academic Transcripts:** At the completion of the UNIMC students' study program at FGCU, the FGCU Registrar will issue a certified record (transcript) in English of each UNIMC student's courses and grades to the FGCU International Services Office. These transcripts will be sent to the UNIMC International Relations Office.

D. FACULTY AND STAFF EXCHANGES

- 1.1. Both Institutions agree to explore development of cooperative programs between their respective faculty and staff. These may take the forms best suited to individual and institutional needs but may include exchanges of faculty or staff, joint symposia, research schemes, visiting exchange scholars and the like.
- 1.2. Faculty and staff who participate in an exchange or spend time at either host institution will be selected and recommended by the appropriate officer of the home institution, according to Addendum 1. The host institution reserves the right to accept or reject the faculty or staff exchange visitor in accordance with its normal standards. Periods of faculty exchange should not exceed one academic year at either institution.
- 1.3. The specific responsibilities or program activities of exchange participants (including teaching duties, research, guest lectures, consultations, advising, etc.) will be agreed upon in advance, in writing, and approved by the appropriate institutional officers. Teaching staff going to UNIMC should have a recommended level of Italian language knowledge of: B1². Teaching staff going to FGCU should have a recommended level of English language proficiency such as TOEFL 213 computer based, 550 paper based, or 79 internet based; or IELTS 6.5 minimum. Faculty from the Home Institution who are teaching in the Host Institution must be able to clearly communicate to Host Institution's students.
- 1.4. In addition, the responsibilities of the Home and Host institution will be similarly set out in writing prior to the exchange or visit. Each Host Institution shall provide the Home Institution instructions and guidance for the participating faculty or staff related to Host

² For an easier and consistent understanding of language requirements, use of the Common European Framework of Reference for Languages (CEFR) is recommended, see: <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

Institution and host country requirements such as applications, immigration processes and compliance, faculty compensation (if applicable), accommodations, room and board, duties, requirements and responsibilities while at the Host Institution and services and assistance available or provided to the visiting faculty or staff.

- 1.5. Both institutions agree to make every attempt to ensure reciprocity of exchange of faculty or staff from both institutions to achieve a reasonable balance of participation between them. In the event there is a significant difference in reciprocity by the end of the third year of the Agreement, the Parties agree to discuss ways to balance faculty or staff participation between the partner institutions during future term(s).

E. **RENEWAL, TERMINATION AND AMENDMENT**

1. This Agreement shall be in effect for **five years** from the date of last signature unless either party terminates the Agreement by providing 90 days written notice. The termination of this Agreement shall not affect the educational experience of students, faculty or staff in the exchange program at the time the termination is effective. In the event that the contract is terminated the party in arrears has the right to continue to enroll students until the arrears is eliminated or one year has expired from the date the contract was terminated.
2. Amendments to this Agreement shall be in writing upon the mutual agreement of the parties and shall be executed with the signatures of the appropriate institutional representatives. They shall be effective only for the specific instance and purposes specified.
3. If sufficient funds are not provided in future approved budgets of FGCU or UNIMC to permit either partner the right to exercise its reasonable administrative discretion to continue this exchange program, or if the exchange program is abolished at either institution, FGCU or UNIMC may terminate this Agreement without liability to the other institution by giving the partner institution not less than sixty (60) days prior notice.
4. Any termination or alterations will be made without prejudice to any participants whose agreed program extends beyond the termination date.

F. **MISCELLANEOUS**

1. FGCU and UNIMC intend for their relationship at all times and for all purposes under this Agreement to be that of two separate entities. Neither is to be considered an agent or employee of the other for any purpose, and neither UNIMC's nor FGCU's or its agents and employees are entitled to the benefits each provides its employees. UNIMC is not an officer, employee or agent of the State of Florida.
2. The parties to this Agreement concur that the educational program and services herein described will comply with all applicable requirements of the Southern Association of Colleges and Schools Commission on Colleges as they apply to FGCU. Toward this end, both parties will work cooperatively to determine as necessary, such things as levels of instruction and faculty qualifications and will share documentation as needed. Moreover, both parties agree that they will cooperate fully with all requests for information, including participation in on-site visits, which SACSCOC may make with regard to this Agreement.
3. Both Institutions will attempt to resolve between themselves, any controversy, claim or



dispute arising out of this Agreement or breach thereof. If the matter cannot be resolved, then the parties agree to submit to mediation by a neutral third party agreed to by both parties. This provision shall not impair or be in lieu of the rights of either party hereto to seek relief in a court of competent jurisdiction in Lee County, Florida, which will be governed by Florida law and the laws of the United States.

4. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, that provision shall be stricken and the remainder of this Agreement shall continue in full force and effect.
5. All notices or communications regarding the measures covered by this Agreement and their implementation shall be delivered or mailed to the parties as set forth below:

For Università di Macerata :
Francesca Spigarelli
Delegate for Research and International Exchange
Department of Law
Piaggia dell' Università, 2
Università di Macerata
62100 Macerata (Italy)

For Florida Gulf Coast University:
Director, International Services
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, Florida 33965-6565
USA

6. This Agreement along with the attached Addendum 1 constitutes the entire Agreement between the parties. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement. Both parties, by their signatures below, acknowledge that they have read and understood this Agreement and agree to be bound by its terms.
7. The English translation of this Agreement shall control its interpretation.
8. The parties executing this Agreement certify that they are authorized to bind the parties thereto.

Florida Gulf Coast University
Board of Trustees:

By: 
Michael V. Martin,
President

Date: 3-5-18

Università di Macerata
Rector

By: 
Prof. Francesco Adornato, Rector



Date: 3/05/2018

Addendum 1

Student's Mobility

| FROM | TO | Subject area code [ISCED] | Subject area name | Study cycle [short cycle, 1st, 2nd or 3rd] | Number of student mobility periods Student Mobility for Studies [total number of months of the study periods or average duration] |
|-------|-------|---------------------------|---|--|--|
| UNIMC | FGCU | 041 | Business and administration, tourism, cultural heritage | LM (second cycle) | Average duration of 6 months per student (1 student) |
| | | 042 | Law | LM (second cycle) | Average duration of 6 months per student (1 student) |
| FGCU | UNIMC | 02 | Arts and humanities | | Average duration of 6 months per student (1 student) |
| | | 03 | Business, administration and law | | Average duration of 6 months per student (1 student) |

Staff Mobility for Teaching

| FROM | TO | Subject area code [ISCED] | Subject area name | Number of staff mobility periods | |
|-------|-------|---------------------------|---|--|-----------------------------|
| | | | | Staff Mobility for Teaching [total number of days of teaching periods or average duration] | Staff Mobility for Training |
| UNIMC | FGCU | 031 | Economics | 2 months (average) | 1 person |
| | | 04 | Law, Business and administration | 1 month (average) | 2 persons |
| FGCU | UNIMC | 02 | Social and behavioural sciences | 1 month (average) | 1 person |
| | | 03 | Social sciences, journalism and information | 1 month (average) | 1 person |
| | | 04 | Business and administration Law | 1 month (average) | 1 person |

Florida Gulf Coast University
Board of Trustees

By: 
Michael V. Martin, President

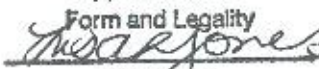
Università di Macerata
Rector

By: 
Prof. Francesco Adornato, Rector



Date: 3/5/18

Date: 3/07/2018

Approved as to
Form and Legality
 3/5/18
Lisa Jones
Associate General Counsel
Florida Gulf Coast University

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