

STUDENT AND FACULTY EXCHANGE AGREEMENT
BETWEEN
SHANGHAI UNIVERSITY OF POLITICAL SCIENCE AND LAW (CHINA)
AND
UNIVERSITY OF MACERATA (ITALY)

A. INTRODUCTION

Shanghai University of Political Science and Law, Shanghai, China ("SHUPL") and University of 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 "Cooperation Agreement between University of Macerata (ITALY) and Shanghai University of Political Science and Law (CHINA)" initiated between the Parties in December 2017.

B. PURPOSE

This Agreement is to further enhance a cordial and cooperative relationship through academic and cultural exchange, to promote a better understanding of Chinese 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 SHUPL 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 and keep paying tuition fees in their Home Institution.
2. Prior to student enrollment at either institution, UNIMC and SHUPL must determine equivalencies of courses and transfer of credit to the student's Home Institution. Course selection (Learning Agreement) 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. SHUPL students attending UNIMC and UNIMC students attending SHUPL must comply with all UNIMC and SHUPL student rules and regulations. Students who violate the rules and regulations of UNIMC or SHUPL, 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 SHUPL 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 SHUPL Students.

- 1.1. **Student Selection**: SHUPL's Office of International Services shall select and recommend students to attend UNIMC courses. At least four (4) months prior to the start of the relevant term, SHUPL will also notify UNIMC of the number of students it would like to send. UNIMC reserves the right to accept or reject a SHUPL student in accordance with its normal program enrollment standards. SHUPL 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 two (2) 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**: SHUPL students selected to participate in this exchange program will complete all applications and enrollment forms in English and student fees (see article 1.5.), if applicable, required by UNIMC and submit to the SHUPL International Services Office to be forwarded to the International Relations Office of UNIMC.
- 1.3. **Instruction and Guidance**: UNIMC will provide SHUPL 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**: SHUPL students attending UNIMC must fulfill Italy

immigration requirements. Students should also enroll in sufficient courses to approximate the SHUPL full time student status (the minimum number of credit hours per semester for undergraduate is 450 and the minimum number of credit hours per semester for graduate is 220 based on course availability).

- 1.5. **Tuition and Fees:** SHUPL students shall pay their normal tuition and fees directly to SHUPL (according to SHUPL 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 SHUPL students are enrolled at UNIMC.
- 1.6. **Accommodations:** Housing in UNIMC student housing facilities will be available to SHUPL 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 SHUPL students.
- 1.7. **Courses:** SHUPL students may select from a variety of course offerings at UNIMC with advanced approval from both UNIMC and SHUPL to assure appropriate course placement and credit transferability. SHUPL students will, where applicable, be provided with supportive Italian language instruction at UNIMC. For SHUPL 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 SHUPL 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 SHUPL 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 SHUPL students will be required to carry health, hospitalization and emergency evacuation insurance and to provide evidence thereof to the appropriate offices at UNIMC and SHUPL prior to departure from SHUPL.
- 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 SHUPL student's academic history at UNIMC, to be forwarded to the International Services Office at SHUPL.

¹For 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>

2. Exchange opportunities at SHUPL for UNIMC Students

- 2.1. **Student Selection:** UNIMC shall select and recommend students to attend SHUPL. Following the calendar shown below prior to the start of the relevant term, the Professor Responsible of the Agreement for UNIMC will also notify SHUPL of the number of students it would like to send. SHUPL 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 SHUPL 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 SHUPL, following the specific procedures, upon the deadlines indicated below:

Receiving institution	Autumn term* [month]	Spring term* [month]
SHUPL	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 SHUPL and submit directly to the SHUPL International Services Office. Timely applications are necessary to permit students to proceed to register for courses and have access to relevant SHUPL information systems.
- 2.3. **Instruction and Guidance** SHUPL will provide to UNIMC students guidance and instructions on China immigration requirements, SHUPL 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 SHUPL must fulfill China immigration requirements including enrollment in a full course of study (the minimum number of credit hours per semester for students classified as undergraduate is 450 and the minimum number of credit hours per semester for students classified as graduate is 220). UNIMC students joining a semester at SHUPL should enroll in sufficient courses to approximate equivalent of UNIMC 30 credits.
- 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 (the minimum number of credit hours for undergraduate students is 450 and the minimum number of credit hours for graduate students is 220). 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 SHUPL activity and service fee. Special charges for programs or practical courses may be assessed where such additional fees are normally charged to SHUPL students and paid directly to SHUPL 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 SHUPL student housing facilities will be available to UNIMC students at the current SHUPL 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 SHUPL student housing to encourage cultural immersion, integration and engagement with Chinese students and involvement in numerous student life experiences.
- 2.7. **Courses:** UNIMC students may select from a variety of course offerings at SHUPL with advanced approval from both SHUPL and UNIMC to assure appropriate course placement and credit transferability. The language of instruction for all courses at SHUPL is Chinese. The recommended proof of Chinese language proficiency is HSK4 minimum. For UNIMC students who do not have sufficient command of Chinese language, a program of studies taught in English will be made available.
- 2.8. **Student Service:** SHUPL will offer UNIMC students the full range of SHUPL 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.
- 2.9. **Health Insurance and Immunizations:** UNIMC students will be required to carry health, hospitalization and emergency evacuation insurance in accordance with SHUPL'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.
- 2.10. **Academic Transcripts:** At the completion of the UNIMC students' study program at SHUPL, the SHUPL Registrar will issue a certified record (transcript) in English of each UNIMC student's courses and grades to the SHUPL 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 minimum, or/and of English language knowledge of: IELTS 6.0 minimum. Teaching staff going to SHUPL should have a recommended level of Chinese language knowledge of: HSK4 minimum, or/and of English language knowledge of: IELTS 6.0 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 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 ninety (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 SHUPL 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, SHUPL or UNIMC may terminate this Agreement without liability to the other institution by giving

²For 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>

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. SHUPL 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 SHUPL's or its agents and employees are entitled to the benefits each provides its employees.
2. 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.
3. 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.
4. 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 University of Macerata:

Prof. Ermanno Calzolaio

Director, Department of Law

Università di Macerata

Piaggia dell'Università, 2

62100 Macerata (Italy)

For Shanghai University of Political Science and Law:

Prof. Ouyang Meihe

Director, Department of International Cooperation and Exchange

Shanghai University of Political Science and Law

7989, Wai Qing Song Road

201701 Shanghai (People's Republic of China)

5. 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.

6. The English translation of this Agreement shall control its interpretation.
7. The parties executing this Agreement certify that they are authorized to bind the parties thereto.

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	SHUPL	041	Business and administration	LM (second cycle)	Average duration of 6 months per student (1 student)
		042	Law	LM (second cycle)	Average duration of 6 months per student (2 students)
SHUPL	UNIMC		Law	LM (second cycle)	Average duration of 6 months per student (2 students)
			International Economics and Trade	LM (second cycle)	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	SHUPL	0311	Economics	2 months (average)	1 person
		04	Business, administration and law	1 month (average)	2 persons
SHUPL	UNIMC		Law	1 month (average)	2 persons
			International Economics and Trade	2 months (average)	1 person

Signature Page (This page is intentionally left blank.)

Shanghai University of Political Science and
Law (China)
Rector

By: _____

Prof. Liu Xiaohong, President

Date: 10/08/2018

University of Macerata (Italy)
Rector

By: _____

Prof. Francesco Adornato, Rector

Date: 26/07/2018

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