

Universită degli Studi di Padova



School of Environmental & Natural Resource Sciences Frost Campus | Fleming College

Addendum to the MoU between The University of Padova Padua – Department of Land, Environment, Agriculture and Forestry and Sir Sandford Fleming College Lindsay – School of Environmental & Natural Resource Sciences Academic Years 2017 - 2021

On the basis of the Memorandum of Understanding signed on February 28, 2017 the University of Padova (Italy) and the Sir Sandford Fleming College Lindsay (Canada), agree to implement the mutual exchange of students.

# **Balance of Numbers**

- 1. For each of the academic years of validity of this Addendum, the Parties agree to exchange a max. no. of 2 students coming from each of the two Institutions; the minimum duration of stay for each guest is established in the number of 2 months per students and the maximum duration of stay for each guest is established in the number of 12 months per student.
- 2. The sending University shall select its own exchange participants, whose selection will have to be approved by the hosting University; the duration and the starting date of the visit shall be agreed by the Parties. Participants in the activities foreseen in this Addendum will be selected on the basis of merit without any discrimination.
- 3. The participants' names, study/academic plan and arrival date shall be communicated to the hosting University by post, e-mail or fax at least two months before the starting date of the visit; the hosting University shall communicate its being available to host the selected guests within one month upon receipt of the information.
- 4. The hosting University shall not be considered responsible for the unfavourable effects arising from the delay of the communication or for any other inconvenience due to the sending University.
- 5. Each institution will attempt to maintain a balance in the exchange activity over a fouryear period.
- 6. Reciprocity of the exchange agreement will be maintained through a combination of activities as listed in the preamble.

# Obligations of students accepted in a one or two semester Exchange Program

7. Exchange students will have the same privileges and access to campus facilities and amenities as those of regularly enrolled students at the host institution. They s hall also

be subject to the same academic and disciplinary regulations and class performance standards.

- Exchange students shall pay tuition and associated fees to their respective home institution. No tuition or ancillary fees are to be paid to the host institution by the participating students.
- 9. The exchange student will be responsible for all costs associated with the exchange program. This includes travel costs, passport and immigration expenses, insurance, living expenses (housing, meals) and personal expenses (including vacation periods and independent travel).
- 10. Participating exchange students will be required to carry adequate health insurance and to provide proof to the host institution that their insurance will cover the cost of health care during the period of exchange.
- 11. Students who are accepted for a full academic year must continue to be in good academic standing upon completion of their first semester at the host institution, in accordance with the host institution's academic requirements for its regularly enrolled students. If such has not been achieved, the host institution may ask the said student to return to his/her home university.
- 12. Students will apply by the deadlines set by each institution in order to provide sufficient time to obtain visas, housing and course selection/enrollment and/or internship placements. Sir Sandford Fleming College students must apply to the University of Padova by May 1st for the fall semester (September start). University of Padova students must apply to Sir Sandford F1eming College by May 1st for the fall semester (September start). Late applications will be considered by the host institution if it will be possible to make the required program, visa, and housing arrangements on time.

## Institutional Obligations

- 13. It is the responsibility of the home institution to nominate exchange students with academic and language skills that are appropriate for the program in which they will be enrolled at the host institution.
- 14. Each institution reserves the right to require candidates to complete the admission documents required by each institution.
- 15. The host university shall normally accept students selected by the home university. However, each institution reserves the right to accept or reject any candidate on the basis of regular academic selection criteria. Notification of acceptance or rejection of each student shall be provided to the other university within two weeks of receipt application.
- 16. The proposed program of courses for each student will be approved in writing, prior to leaving, by the academic advisor responsible for the program at the home institution.
- 17. Each institution will assist incoming students to find suitable living accommodation.
- 18. Each institution will provide an orientation program at the start of each school term and will designate a contact person assigned to address exchange students' questions or concerns regarding cultural or related issues.

19. The host institution will provide the home institution with a transcript of the participant's academic performance.

#### Article 3

This Addendum, which will have to be coherent with the rules of the connected Memorandum of Understanding, shall be effective as of the latest signature date below and shall remain in force for a period of 4 years following this date, unless written notice is given by either Party; it shall in any case not remain in force after the expiration date of the connected Memorandum of Understanding. The notice shall take effect three months after the date of notification to the other Party. Nevertheless, the activities in progress in the framework of this Memorandum shall not be compromised by the notice and shall be normally concluded.

This Addendum is drafted in two versions, in Italian and in English, both versions being legally binding. Each Party shall keep one original copy in each of the two versions.

Place and date: 30.3. 2017

Prof. Raffaele Cavalli Director of the Department of Lan Environment, Agriculture and Forestry

indoor ontario, Feb. 27/17

Dr. Linda Skilton Land, Dean, School of Environmental & Natural Resource Sciences, Fleming College



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# Memorandum of Understanding between The University of Padova Padua, Italy and Sir Sandford Fleming College Lindsay, Ontario, Canada

# Preamble

- 1. The University of Padova, with legal address in via VIII Febbraio n. 2, Padova, Italy, represented by its Rector Prof. Rosario Rizzuto, and Sir Sandford Fleming College, with legal address in 200 Albert Street South, Lindsay, Ontario, Canada, represented by its Dean Linda Skilton, agree to establish this Memorandum of Understanding, (hereinafter referred to as MoU) in order to facilitate the advancement of the shared goals of teaching, learning and education in both institutions.
- 2. The purpose of this MoU is to promote and expand educational, professional and intercultural activities and projects among students and staff of the two institutions. General activity areas of mutual interest and concern may include but are not limited to the following:
  - Student exchange programs
  - Faculty/staff exchange programs
  - Group field courses
  - "Visiting scholars"
  - Co-operative/collaborative research projects
  - Other co-operative academic activities

Should the implementation of these activities require an agreement between the Parties or the provision of financial resources, the Parties shall develop specific projects and working plans to be formalized in appropriate Addenda connected to this Memorandum.

3. The term 'host" refers to the institution the student or staff member plans to visit. The term 'home" refers to the institution where the student or staff member is a full-time student or employee.

# Terms and Termination of the MoU

- 4. This MoU shall be effective as of the latest signature date below and shall remain in force for a period of four academic years: 2016-17 through 2019-20. The MoU may be renewed for additional periods by written agreement of the institutions.
- 5. Either party may terminate this MoU at any time (during the initial four-year period or any extension period) by giving written notice of 6 months or by mutual consent. Under such circumstances, students already participating in the exchange may continue studies at the host institution under the conditions specified at the time of their selection.

#### Intellectual property

The intellectual property rights arising from the activities realized in the framework of this Memorandum belong to both Parties. Publications shall mention this origin. For the activities which might produce outcomes with economic effects, the Parties shall jointly arrange the property rights and their protection according to their own rules.

# **Resolution of disputes**

The Parties shall commit themselves to solving any dispute connected to the interpretation or implementation of this Memorandum through negotiation. When a jointly agreed solution cannot be achieved, the disputes shall be submitted to the unappealable decision of an ad hoc Arbitration panel composed by three members. Each Party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

## Indemnification Clause

Each Party shall indemnify the other against any and all claims, demands, losses, costs, obligations, and liabilities that the Party may incur or suffer as a result of the other Party's breach of any agreement, covenant, or warranty in this Agreement.

The University of Padova appoints the Head of the International Relations Office and Sir Sandford Fleming College appoints Dean, School of Environmental & Natural Resource Sciences to coordinate the development and implementation of this agreement.

This Memorandum is drafted in two versions, in Italian and in English, both versions being legally binding. Each Party shall keep one original copy in each of the two versions.

Place and date:

Kadova, MOS

Prof. Rosario Rizzuto

Rector of the University of Padova

Deputy Rector Giancarlo Dalla Fontana

Lindson, Ontario Feb 27/17

Dr. Linda Skilton

Dean, School of Environmental & Natural Resource Sciences, Fleming College

