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UNIVERSITÀ
DEGLI STUDI
DI PADOVA

**Memorandum of Understanding
between
The University of Padua, Italy
and
Sir Sanford 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 Sanford Fleming College, with legal address in 200 Albert Street South, Lindsay, Ontario, Canada, represented by its Dean Tania Clerac, 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 University of Padua and Sir Sanford Fleming College may be collectively referred to as the "Parties" or individually as a "Party."
3. 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.
4. 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

5. This MoU shall be effective as of the last signature date below and shall remain in force for a period of five academic years: 2020-2021 through 2024-2025.
6. Either party may terminate this MoU at any time during the initial four-year period or any extension period upon six month written notice or by mutual written 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 MOU belong to both Parties. Publications shall acknowledge both Parties. For activities which might produce outcomes with economic effects, the Parties shall jointly arrange the property rights and their protection according to their own rules, policies, and relevant laws.

Resolution of disputes

The Parties shall commit themselves to solving any dispute connected to the interpretation or implementation of this MOU 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 who will be the chair of the panel.

indemnification Clause

Each Party shall indemnify the other, its Boards of Governors, Trustees, Officers, Employees and Agents 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 negligence, wrongdoing, misconduct, or breach of any agreement, covenant, or warranty in this Agreement.

The University of Padua unconditionally and irrevocably waives and releases all claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members.

The University of Padua 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 English and is legally binding. Each Party shall keep one original copy or a scanned/pdf copy.

Place and date:

Bethany, November 20, 2020



Prof. Rosario Rizzuto

Tania Clerac

Rector of the University of Padova

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

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**Addendum to the MoU
between
The University of Padua
–Department of Land, Environment,
Agriculture and Forestry
and
Sir Sanford Fleming College Lindsay –
School of Environmental & Natural
Resource Sciences
Academic Years 2020- 2025**

On the basis of the Memorandum of Understanding signed on November 20, 2020, the University of Padua (Italy) and the Sir Sanford Fleming College Lindsay (Canada), agree to implement the mutual exchange of students at the bachelor's, master's and doctoral level.

Balance of Numbers

1. For each of the academic years of validity of this Addendum, the Parties agree to exchange a maximum of 2 students coming from each of the two Institutions; the minimum duration of stay for each visiting student is established as 2 months per student and the maximum duration of stay for each visiting student is as 12 months per student.
2. The sending Institution shall nominate its own exchange participants, whose selection will have to be approved by the hosting Institution; the duration and the starting date of the visit shall be agreed by the Parties. Students participating in the activities foreseen in this Addendum will be selected on the basis of merit without any discrimination.
3. The participating students' names, study/academic plan and arrival date shall be communicated to the hosting Institution by post, e-mail or fax at least two months before the starting date of the visit. The hosting Institution shall communicate its availability to host the selected students within one month upon receipt of the information.
4. The hosting Institution shall not be considered responsible for the unfavourable outcomes or effects arising from the delay of the communication, or for any other inconvenience due to the acts or omissions of the sending Institution.
5. Each institution will attempt to maintain a balance in the student exchange activity over a five-year period by undertaking all reasonable efforts to exchange an equal number of students.
6. Reciprocity of the exchange agreement will be maintained through a combination of activities as listed in the MoU preamble.

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

7. Exchange students will have the same academic privileges and access to campus facilities and amenities as those of regularly enrolled students at the host institution. They shall also be subject to the same academic and disciplinary regulations and class performance standards.
8. 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 textbooks, course specific equipment, 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 Institution.
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 Padua by May 1st for the fall semester (September start). University of Padua students must apply to Sir Sandford Fleming 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 Institution shall normally accept students selected by the home Institution. 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 Institution 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.

This Addendum, which will have to be read in conjunction with the terms of the connected Memorandum of Understanding, shall be effective as of the last signature date below and shall remain in force for a period of 5 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 English and is legally binding. Each Party shall keep one original copy or a scanned/pdf copy.

Place and date: Padova, 21/12/2020

Bethany, November 20, 2020

Prof. Vincenzo D'Agostino

Tania Clerac

Director of the Department of Land,
Environment, Agriculture and Forestry

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

