



SPECIFIC COOPERATION AGREEMENT

Between the

UNIVERSITÀ POPOLARE ANIDRA

And the

AFRICAN FOUNDATION FOR GLOBAL CITIZENSHIP

UNIVERSITÀ POPOLARE ANIDRA, hereinafter referred as "ANIDRA UP", a people's university Institute of General Culture. In Italy People's Universities are private associations/institutions that have the possibility to cooperate with State Universities with the aim to release European Credit Transfer System Credits (ECTS). ANIDRA UP, as a private Institution that adheres to CNUPI (the Italian National Confederacy of People's Universities), had stipulated agreements with Italian and European public and private universities, so that external educational paths and internships can count as ECTSs, this according to the judgement of the Faculty Department.

whose offices are located in **LOCALITÀ CASALI 3 BORZONASCA (GE) ITALY**, hereby represented by its President, **Prof. Vincenzo Paolo Bendinelli**,

And

AFRICAN FOUNDATION FOR GLOBAL CITIZENSHIP, hereinafter referred to as "AFGC", a recognized organization located in the **Social Qualification Center of Mohammedia MOROCCO**, hereby represented by its President, **Nada EL MANOUZI**.

THE CONTRACT INTENT

The object of this agreement is to establish the terms and conditions that will be applied for students exchange and visiting teacher program between ANIDRA UP and AFRICAN FOUNDATION FOR GLOBAL CITIZENSHIP, scientific research and the organization of seminar and events investigating in the field of

- **Psychology and Education**
- **Immigration politics**
- **Art and Craftsmanship**
- **Natural Nutrition**

- **Environment and Territory**
- **Holistic Wellness**
- **Holistic Counseling**
- **Certified Education for School Personnel**
- **Sports and Physical Activities**

Among the purposes there are also the promotion and realization of studies and scientific research of particular social interest, with also the organization of seminars and events, educational activities, competitions, grants, didactic courses, eLearning courses, MOOC, youth and adults exchange for training.

To reach this goals the University will:

- Organize, promote and sponsor cultural and artistic events, conferences, seminars;
- Realize educational paths with the purpose to update and adequate the students' and teachers' competences, to the specialization and the professional qualification;
- Start communication projects, research and cultural and scientific divulgation, exhibitions;
- Organize educational stage and didactical courses, also technical and professional;
- Establish cooperative initiatives and cultural exchange on national and international level.

With this aim:

- The parts of this agreement could cooperate with natural persons or authorities, public or private administrations, companies, institutions, Universities, academies, and bodies of every nature (national and international) concluding with them, where appropriate, agreements and regulations.

Therefore the Parties undertake, everyone for its competences, to carry out jointly in the field of the promotion of education, and cultural, historical, environmental resources:

- Educational activities for young graduate, to companies and public and private bodies;
- Study and scientific research activities;
- Promotion and realization of projects, initiatives and events.

STUDENT EXCHANGE

1. The student exchange will have a minimum period of stay TO BE ESTABLISHED of one month. Any change must be agreed upon by the Parties;
2. All participants of the exchange program must meet the academic and linguistic requirements set by the host institution;
3. All applicants must be presented through the international relations office of each institution;
4. The students taking part in the program shall pay all academic fees concerning their home institution and shall be exempted from paying the enrolment fees at the host institution;
5. All travel, insurance, accommodation, living, and other mobility-related expenses shall be covered by the exchange participants;
6. All participant in the exchange program, under the terms of this agreement, must follow the immigration requirements of the country of the host institution, and be sure that they have, before the trip starts, an international life insurance, and an adequate health and accident insurance coverage, valid for the whole period spent abroad;
7. Number of students:
 - (a) The number of vacancies offered by each institution will be limited to two (2) for academic year students. A greater number could be accepted by common agreement;

- (b) The parties shall endeavor to maintain an equivalent number of exchange students during the period in which this agreement is active.
8. Selection of participation and admission:
- (a) The students that are regularly enrolled in the undergraduate courses offered by the institutions during the exchange period can take part in the exchange program;
- (b) The home institution will select their students that will take part in the program, according to its own academic criteria, the performance and level of studies achieved by each candidate;
- (c) The host institution has the right to decide upon the eventual admission of each student nominated for the exchange program, after receipt of the requested documentation, considering the balance between send and received students over time and the availability of places;
- (d) Once accepted by the host institution, exchange students shall have the same rights and duties as any other student enrolled at the host institution.

9. Coordination

- (a) The activities developed in accordance with this Agreement will be coordinated by the persons responsible for the international relations office in each institution, or those officially acting on behalf of the said people.
- (b) Each year, the coordinators shall decide, sufficiently in advance, on the application dates for the exchange program in each institution, the number and the conditions of the exchange vacancies to be offered.

10. Academic Commitments

- (a) All students taking part in the exchange program when admitted by the host institution have the right to be enrolled as student without right to academic degree for up a maximum period of one year (2 semesters) and for the maximum number of credits allowed in each institution, being subject to the same academic regimen as the others. All the students participating in the exchange program will have to comply with the applicable laws of the destination country;
- (b) The Parties have the right to restrict the courses that can be offered to exchange student(s), if appropriate in order to facilitate the mutual recognition of academic studies;
- (c) The exchange students may attend any academic course offered by the host institution, except when the program has the enrollments limited. Any academic credit obtained in the host institution can be transferred to the home institution according to its own procedures and the Plan of Studies. The host institution will give the necessary orientation and information according the Plan of Studies;
- (d) If the exchange student has filled out an Academic Learning Agreement of Plan of Studies, previously signed and stamped by both institutions, the host institution must allow the student to enroll in all courses previously selected, except if a course in particular is not available for the specific academic semester. In such case, the host university must inform the host institution and/or amend the Academic Plan of Studies in accordance with the courses offered.

11. Evaluation

- (a) At the end of the study period, the host institution shall issue a Certificate of Studies (Transcript of Records) to each student, specifying the number of credits taken, the course duration and the grades;
- (b) Each Party will accept the studies undertaken in the other as equivalent, within the limits set by the established laws in each country and its own regulation. Any academic credit obtained in the host

institution can be transferred to the home institution; however the recognition will depend on the latter;

- (c) The host institution is given the right to exclude the student whose academic performance or conduct violates the rules of the host institution or country; in such case, the host institution must inform the student's home institution of the circumstances before taking action. Both institutions agree that students that do not reach the end of their mobility as planned will not be substituted by other students.

12. Accommodation and Support Services

- (a) The host institution shall give support to the exchange students during their stay, including informational help to find appropriate accommodation, orientation and academic support;
- (b) The exchange students will have the right to access and use in the same conditions the services that are offered by the host institutions to its own students. The host institution must inform to the exchange students about the availability of those services.

GRADUATE STUDENTS

The quantitative of graduate students and their participation in research activities and specific academic projects will be defined by common agreement between the Parties, case by case, through the require documents.

TEACHERS AND REASEARCHERS EXCHANGE

- (a) Academic staff may be exchanged for the development of joint projects, training programs or qualification courses according to Working Plans that will be commonly defined and agreed upon by the Parties;
- (b) Teachers and researchers will be responsible for the expenses with transport, accommodation, meals and health insurance, including the additional expenses of their family and dependents;
- (c) The visiting professors and researchers must enjoy the same advantages offered to their colleagues by the home institution;
- (d) Both institutions will facilitate and support the applications for grants to national or international agencies that can work together funding this exchange.

COLLABORATIVE RESEARCH

With this agreement ANIDRA UP and xxx express the desire to perform together collaborative research consistent with the instructional, scholarship and research objectives of University.

therefore

in consideration of the premises and mutual covenants herein contained, University and Collaborator agree as follow:

- (a) Research Materials means those experimental materials and data one Party may provide the other in connection with and as stated in the Research Program;
- (b) Research Program Invention will mean any invention, discovery, work of authorship, software, information or data, that is conceived, discovered and reduced to practice in performance of the Research Program;
- (c) Confidential Information means Collaborator owned confidential scientific, business or financial data or information in writing provided the information below:

- Is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
- Has not been made available by its owners to others without a confidentiality obligation;
- Is not already known by or available to the receiving Party without a confidentiality obligation;
- Is not independently developed by the receiving Party;

RESEARCH PROGRAM

- Research Efforts.** Provided Collaborator performs all its obligations under this Agreement, University will use its reasonable efforts to conduct those activities for which it is responsible under the Research Program;
- University Principal Investigator.** The conduct of University's activities under the Research Program will be under the direction of University's Principal Investigator instituted with specific agreements;
- Collaborator's Principal Investigator.** The conduct of Collaborator's activities under the Research Program will be under the direction of Collaborator's Principal Investigator instituted with specific agreements;
- Use of Research Materials.** Any Research Materials of one Party transferred to the other in connection with the Research Program may only be used as stated in the Research Program. Unless the Parties agree otherwise, Research Materials are to be considered the "Confidential Information" of the Party providing them;
- Reporting.** The Parties will generally keep one another informed of the results of the work performed in connection with the Research Program, principally through their respective Principal Investigators. In addition, the Parties' respective Principal Investigators will meet and provide reports as stated in the Research Program;
- Changes to the Research Program.** During the course of the Research Program, both the Principal Investigators may find it advantageous to modify the Research Program. Any modifications will be documented and formalized in a written amendment to this representative of both Parties to this Agreement;
- University Purposes; Use of Facilities; No Guarantee of Results.** Collaborator acknowledges that the primary mission of University is education and the advancement of knowledge; and, consequently, the Research Program will be performed in a manner best suited to carry out that mission. Specifically, University's Principal Investigator will determine the manner of performance of University's Part in the Research Program and University does not represent or warrant that the Research Program will be successful in any way or that any specific results will be obtained;
- Similar Research.** Nothing in this Agreement will be construed to limit the freedom of University or its researchers who are participants under this Agreement, from engaging in similar research made under other grants, contracts, or research agreements with Parties other than Collaborator.

PUBLICATION

- The basic objective of research activities at University is the generation of new knowledge and its expeditious dissemination for the public's benefit. Collaborator will provide all reasonable cooperation with University in meeting this objectives;
- As a matter of basic academic policy, University retains the right at its discretion to publish freely any result of the Research Program. Principal Investigator agrees to provide Collaborator a copy of any manuscript at the time it is submitted for publication. Collaborator may review the manuscript:

- To ascertain whether Collaborator's Confidential Information would be disclosed by the publication;
- To identify any potentially patentable Research Program Invention so that appropriate steps may be taken to protect such Research Program Invention; and
- To confirm that the privacy rights of individuals are adequately protected.

Collaborator will provide comments, if any, within thirty (30) days of receipt of manuscript.

- (c) University will give Collaborator the option of receiving an acknowledgement in such publication.

INTELLECTUAL PROPERTY RIGHTS

- (a) Ownership of Research Program Inventions. Research Program Inventions conceived, discovered and reduced to practice by University, or its employees, agents or students will be owned by University. Research Program Inventions conceived, discovered and reduced to practice by Collaborator, or its employees, or agents, will be owned by Collaborator (Collectively, "Sole Inventions"). Research Program Inventions conceived, discovered and reduced to practice by at least one employee, agent, or student of each of University and Collaborator will be owned by University and Collaborator, without any obligation to account to one another ("Joint Inventions").

DISPUTE SETTLEMENT

The cooperating institutions agree to settle amicably any dispute arising from the interpretation of this Specific Agreement. If the issue cannot be resolved, the dispute shall be submitted to arbitration. Each institution shall designate a member of the arbitration committee and one member shall be chosen by mutual consent.

VALIDITY

This document shall come into effect on the date of the last signature and will remain so unless a Party express the will to terminate this exchange agreement by informing the other Party writing three (3) months prior to the date proposed for expiration. The agreement may be revised or modified at any time, through the mutual consent of the Parties. Furthermore, in the event of such termination, all activities already started shall be allowed to proceed to their natural conclusion.

REPRESENTATIONS, WARRANTIES, LIABILITY LIMITS

- (a) No Warranties. Collaborator acknowledges and agrees that university is an academic research institution and that the research program is of an experimental nature. As a result, any result of the research program and any research materials are provided as is and with all faults. University makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the results of the research program, whether any results will obtain, any research materials or any invention, process or product, whether tangible or intangible, conceived, discovered, developed or reduced to practice under this agreement; or the ownership, noninfringement, merchantability for a particular purpose of the research, any research materials or any such invention or product;
- (b) No damages. University shall not be liable for any direct, consequential, or other damages suffered by collaborator, any licensee, or any others including, but not limited to, damages arising from loss of data or delay or termination of the research program, or from the use of the results of the research program, the use of any research materials or any such invention or product. Collaborator

acknowledges and agrees that this exclusion and limitation is reasonable considering the experimental nature of the research program and the nature and terms of the parties' relationship.

GENERAL

- (a) Binding Effect; Assignment. Neither Party may assign or delegate its rights or obligations under this Agreement without the express written consent of the other Party;
- (b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Research Program, and any and all prior or contemporaneous negotiations, representations, agreements and understandings are superseded hereby. No amendment or change to this Agreement may be made except by means of a written document signed by authorized representatives of the Parties;
- (c) Notices. Any notice or communication required or permitted to be given hereunder will be in writing and, except as otherwise expressly provided in this agreement, will be deemed given and effective when delivered personally or by fax or when received if sent by email, overnight courier, or mail.



CIVIL LIABILITY

It is expressly understood and agreed that neither Party will have any responsibility for damages or losses that could be reciprocally by force majeure or unforeseeable events that could prevent the continuity of the existing activities under this specific agreement.

BORROWING COSTS

This agreement does not entail borrowing costs borne by the Parties. Any possible cost will be determined in the individual implementing agreement that will identify the organizational structures of every Party.

The institutions herein sign the Agreement for Student and Teacher Exchange and Research Program prepared in 2 (two) original sets of documents, in English, of identical layout and content.

UNIVERSITÀ POPOLARE ANIDRA Prof. Vincenzo Paolo Bendinelli Date, <u>8/4/2018</u> 	AFRICAN FOUNDATION FOR GLOBAL CITIZENSHIP Nada EL MANOUZI Date, <u>10/04/2018</u> 
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