

AGREEMENT OF INTERUNIVERSITY COOPERATION

Between

Alma Mater Studiorum – Università di Bologna (hereafter referred to as “University of Bologna” or “UNIBO”), represented by its Rector Prof. Giovanni Molari, Via Zamboni 33 – 40126 Bologna, Italy

and

FHNW University of Applied Sciences and Arts Northwestern Switzerland School of Life Sciences (hereafter referred to as “HLS FHNW”), represented by its Director Prof. Dr. Falko Schlottig, Hofackerstrasse 30, 4132 Muttenz, Switzerland.

Together named “the Parties”

Provided that

- both Universities are interested in establishing a long-term collaboration and a cultural exchange partnership;
- the Dipartimento di Ingegneria Civile, Chimica, Ambientale e dei Materiali DICAM (Department of Civil, Chemical, Environmental and Materials Engineering) at UNIBO and the HLS FHNW have a common interest in establishing a didactic programme in the field of environmental engineering and technologies;
- UNIBO offers the second cycle degree programme Laurea Magistrale in Ingegneria per l’Ambiente e il Territorio (four semesters for a total of 120 ECTS);
- HLS FHNW offers the second cycle degree programme Master of Science in Life Sciences (three semesters for a total of 90 ECTS);
- both Universities, with their resources and funds and in accordance with the law and regulations of their respective country, shall collaborate and host all students, faculty members and administrative staff who participate in the programme as described in this Agreement;

It is agreed and stipulated as follows:

Art. 1 - Preamble

Preamble and Annexes are an integral part of this Agreement.

Art. 2 – Objective of the Agreement

The Parties agree to establish a two-year programme, for a duration of four semesters, providing the participation of students of each University in the degree programme offered by the other Party with the reciprocal recognition of credits and the possible award of the two second cycle degree qualifications listed in the present agreement according to rules and modalities herein stated.

Art. 3 - Students

3.1 Students Exchange

The exchange should be balanced and involve an equivalent number of students from both Universities, where possible.

The Parties agree that the number of participating students will not be more than 2 units from each university per academic year. Parties shall be able to jointly agree a higher number of participants upon a notice exchange between the Parties.

Students involved in the programme shall also enjoy the benefits and shall be likewise subject to the regulations and norms which are in force in the Universities concerned by the programme.

3.2 Selection of students

Students to be admitted to the programme will be selected by each University according to its own criteria and modalities, which will be agreed by the relevant degree programmes activated at both partner Universities.

In particular, every year UNIBO and HLS FHNW will publish a specific call for applications for the selection of its students.

3.3 Enrolment and Mobility

The description of the programme for both UNIBO and HLS FHNW students is reported in the following two paragraphs.

A total of minimum 120 ECTS in the two-year programme have to be validated for the delivery of the degrees by both Parties.

The number of credits to be obtained by UNIBO and HLS FHNW students in the four semesters of the programme are reported in the Mobility scheme inserted in Annex 1 to the present agreement.

3.3.1 UNIBO students

UNIBO students participating into the programme have to be regularly enrolled at the degree programme Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio curriculum Earth Resources Engineering, must have an adequate knowledge of the English language at a level not lower than B2 certified by an official test (e.g. FCE, TOEFL 550, iBT71, IELTS 5.0, TOEIC 750) or by the home institution and must be entitled of a valid visa or residence permit.

Students will spend their first and second semester at UNIBO and then they may choose to spend at HLS FHNW a mobility period of one or two semesters.

In their first year of study they will have to obtain the minimum number of ECTS specified in the Mobility scheme.

In order to verify the achievement of the required amount of ECTS in the first year of the programme, the number of credits effectively obtained by UNIBO students and the students' choice regarding the duration of the mobility will have to be communicated to HLS FHNW within the month of September. In the third semester students shall be transferred to HLS FHNW in order to attend the teaching activities offered within the Master of Science in Life Sciences – Specialisation Environmental Technologies, in accordance with the tables for credits recognition included in Annex 1 and the following scheme:

I) *two-semester mobility*: according to "Table a" in Annex 1, they will spend the third and fourth semester of the programme at HLS FHNW obtaining the required credits and, after the final examination, they will be awarded by HLS FHNW the degree qualification "Master of Science in Life Sciences FHNW".

After the achievement of HLS FHNW Master, they will then be awarded UNIBO degree qualification "Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio" by submitting the relevant academic documentation certifying the achievement of at least 120 ECTS.

II) *one-semester mobility*: according to "Table b" in Annex 1, they will spend the third semester of the programme at HLS FHNW obtaining at least 30 ECTS and in the fourth semester they will return to UNIBO where they will complete their studies, including the final examination. Finally, they will be awarded Unibo degree qualification "Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio".

After the achievement of UNIBO Laurea Magistrale, they will then be awarded the HLS FHNW degree qualification "Master of Science in Life Sciences FHNW" by submitting the relevant academic documentation.

3.3.2 HLS FHNW students

HLS FHNW students participating into the programme have to be regularly enrolled at the degree programme Master of Science in Life Sciences – Specialisation Environmental Technologies in the fall or spring term, must have an adequate knowledge of the English language at a level certified by an official test not lower than FCE, TOEFL iBT 71, IELTS 5.5 or by the home institution and must be entitled of a valid visa or residence permit.

Students will spend their first and second semester at HLS FHNW and then they may choose to spend at UNIBO a mobility period of one or two semesters.

In their first year of study they will have to obtain the minimum number of ECTS specified in the Mobility scheme. In order to have a more adequate workload during the mobility at UNIBO, students who will carry out the two-semester mobility will have the opportunity to obtain a higher number of ECTS in their first year as specified in the Mobility scheme.

In order to verify the achievement of the required amount of ECTS in the first year of the programme, the number of credits effectively obtained by HLS FHNW students enrolled in the fall term and spring one will have to be communicated to Unibo respectively within the months of September and February. Within the same deadlines the students' choice regarding the duration of the mobility will be also communicated to Unibo.

In the third semester students shall be transferred to UNIBO in order to attend the teaching activities offered within the Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio curriculum Earth Resources Engineering, in accordance with the tables for credits recognition included in Annex 1 and the following scheme:

I) two-semester mobility for students starting their Master in fall term: according to "Table c" in Annex 1, they will spend the third and fourth semester of the programme at UNIBO obtaining the required credits and, after the final examination, they will be awarded by UNIBO the degree qualification "Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio".

After the achievement of UNIBO Laurea Magistrale, they will then be awarded by HLS FHNW the degree qualification "Master of Science in Life Sciences FHNW" by submitting the relevant academic documentation.

II) one-semester mobility for students starting their Master in fall term: according to "Table d" in Annex 1, they will spend the third semester of the programme at UNIBO obtaining at least 30 ECTS and in the fourth semester they will return to HLS FHNW where they will obtain the required credits and, after the final examination, they will be awarded by HLS FHNW the "Master of Science in Life Sciences FHNW".

After the achievement of HLS FHNW Master, they will then be awarded by UNIBO the degree qualification "Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio" by submitting the relevant academic documentation certifying the achievement of at least 120 ECTS.

III) two-semester mobility for students starting their Master in spring term: according to "Table e" in Annex 1, they will spend the third and fourth semester of the programme at UNIBO obtaining the required credits and, after the final examination, they will be awarded by UNIBO the degree qualification "Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio".

After the award of UNIBO Laurea Magistrale, they will then be awarded by HLS FHNW the degree qualification "Master of Science in Life Sciences FHNW" by submitting the relevant academic documentation.

IV) one-semester mobility for students starting their Master in spring term: according to "Table f" in Annex 1, they will spend the third semester of the programme at UNIBO obtaining at least 30 ECTS and in the fourth semester they will return to HLS FHNW where they will obtain the required credits and, after the final examination, they will be awarded by HLS FHNW the "Master of Science in Life Sciences FHNW".

After the achievement of HLS FHNW Master, they will then be awarded by UNIBO the degree qualification "Laurea Magistrale in Ingegneria per l'Ambiente e il Territorio" by submitting the relevant academic documentation certifying the achievement of at least 120 ECTS.

3.4 Registration and exemption from tuition fees

During the mobility period students will remain enrolled and pay tuition fees in their home university and they will be registered at the host university.

Students participating in the programme shall be exempted from paying tuition fees at the host University.

All other charges, including health insurance, shall be borne by the students themselves.

3.5 Certifications

Each Party shall issue for each student participating in the programme a Transcript of Records indicating his/her attended teaching activities and his/her academic performances and number of credits obtained at the partner University itself.

3.6 Insurance obligations

Unibo states that its regularly admitted students are insured against any accident that they may suffer during their period of stay abroad for the activities concerned by this Agreement and that they are insured for legal liability against damage which they may involuntarily cause to third party (people or their properties).

HLS FHNW will inform its students that they are required to stipulate an adequate insurance against any accident that they may suffer during their period of stay abroad for the activities concerned by this agreement and for legal liability against damage which they may involuntarily cause to third party (people or their properties), to be provided to Unibo upon arrival.

3.7 Services offered

Students participating into the programme shall benefit from all services offered by the host University to its regular enrolled students.

3.8 Fellowship

Unibo may grant fellowships to its outgoing students who intend to participate in the study programme, on the basis of a proper selection procedure.

The HLS FHNW does not directly provide funding for incoming and outgoing students. However, funding may be available in the form of a SEMP grant which the exchange student must apply for themselves via the HLS FHNW International Office.

Art. 4 – Didactics

4.1 Study programme

The tables allowing the recognition of credits as provided in articles 3.1.1 and 3.1.2 are attached to the present agreement (Annex 1 – Tables a, b, c, d, e, f).

The abovementioned tables may be modified upon mutual consent between the parties without prejudice to the students already participating in the programme by means of an exchange of official notes.

4.2 Use of ECTS and grading tables

The Parties agree to use the ECTS grading system on the basis of a grading table yearly defined by the Partner Universities.

4.3 Thesis and final examination

As stated in articles 3.3.1 and 3.3.2, students will prepare the thesis and carry out the final examination at the home or at the host University if they opt respectively for the one-semester or the two-semester

mobility.

The Master thesis is written by the student individually under the supervision of a professor from the responsible university where the thesis is carried out and it is discussed publicly at HLS FHNW or at Unibo in front of a committee. The rules of the Master thesis of the respective university apply.

The final examination can also be carried out by using video-conference facilities when feasible.

At HLS FHNW the committee must include at least one professor from each partner institution. At Unibo the committee will include at least one professor from the partner institution; professors from partner institution do not contribute to the number of committee members binding for legal purposes.

Art. 5 – Exchange of faculty members and administrative staff

5.1 Exchange modalities

Both Universities shall regulate the reception and employment of faculty members and administrative staff participating into the mobility programme under this Agreement, in conformity with the law and juridical rules in force in the country concerned under the exchange.

Personnel concerned under this Agreement will continue to comply with the contractual obligations with the home University and will continue to receive the due remuneration and to benefit from the rights they are entitled of for their juridical position, according to the legislative norms existing in the home country.

In any case, the home University shall consider the duration of the stay as ordinary service period for all purposes.

5.2 Activities for teachers and administrative personnel

Faculty members and researchers can hold courses and lectures, carry out tutorship activities, participate in seminars, be part of exam, final thesis and doctorate commissions at the partner University, and take part into research activities and meetings for student exchange programme planning, evaluation and development, held at the partner University. For the expenses concerning the mobility of teaching staff members and research fellows, each university will cover all the costs for their own professors and research fellows according to the availability of Erasmus Plus or SEMP Programme funds or other funds for research.

The administrative staff will have the possibility of participating in meetings for student exchange programme planning, evaluation and development and will be able to carry out special visits in order to analyse the management systems operating at the partner University, according to the availability of funds.

The Parties agree that all the financial agreements will have to be negotiated and will depend on the availability of funds.

During their period at the hosting University, the faculty members and the researchers participating in said exchange, to carry out the above-mentioned activities, shall be considered as staff “on a mission” abroad.

5.3 Insurance obligation

The Parties state that their employees and staff (teachers and administrative personnel) will be insured against accidents that they may suffer during their stay abroad, for the activities under this Agreement, and for the civil liability for damage which they may involuntarily cause to third parties (people or their properties).

Art. 6 – Prevention and security

Both parties shall provide each programme participant with detailed information about the specific risks existing in the work environment in which he/she will operate and carry out his/her function and with necessary documentation about the prevention and emergency security measures and provisions

in force in relation to their activity and about the persons in charge of this, in compliance with the legislative norms and regulations in force in the country of the hosting University.

Art. 7 – Use of name / Logo

Each party may use the logos, names and other marks of the other parties only in connection with the programme. Each party anticipates the other party's participation in press announcements, marketing and other reasonable promotional activities involving the double-degree programme through the appropriate use of the logos, names and marks of the parties.

Art. 8 - Intellectual Property

Each of the parties acknowledges and agrees that any and all of the Intellectual Property Rights or other proprietary rights in respect of any literature, materials, research or teaching methods, procedures, processes and/or the learning experience in relation to or in connection with the Programme and any parts thereof, are and shall remain the sole property of its owner and, save as expressly set out herein, nothing in this Agreement is intended to transfer ownership or create any licensed rights under any such Intellectual Property Rights or other proprietary rights.

The learning materials and any other literature, materials, research methods, procedures, processes or programmes in which a party has Intellectual Property Rights relating to or in connection with the Programme and which are disclosed to the other party pursuant to this Agreement may be used by the other party solely for the purposes of performing its obligations under, and during the period of, this Agreement and for no other purpose.

In particular, as regards the thesis, considering that it is written by the student and it consists of a written paper resulting from his/her intellectual work, it is protected by copyright and, therefore, the moral and financial author's rights on the thesis belong to the graduate student.

If the Master thesis is carried out at an external partner, all agreements between companies and universities in matters relating to Master thesis must take account of the supervising university's regulations concerning the availability of the final dissertation for examination purposes.

Agreements must be drawn up between companies and the university responsible for the Master Thesis in respect of Intellectual Property arising from the programme. Such agreements would take into account the student, the supervising university, the company and IPR ownership. Also within the agreement a statement must be made about opportunities for publication arising from the work in the project. Any secrecy clause must not conflict with the regulation of the supervising university.

Art. 9 – Other activities

The Parties can extend the cooperation agreement for other purposes beyond the student exchange. Further cooperation projects, including intensive courses, distance teachings, joined researches, organization of seminars, symposia, and interviews on common interest topics and all other activities consolidating the cooperation, will be encouraged by both parties. These projects will be subject to specific addenda to this Agreement document, which will be stipulated by both parties.

Both parties agree to promote this programme in their catalogues and websites. All costs will be maintained by the individual institutions, unless otherwise specified in writing and agreed upon by both parties.

Art. 10 - Data Protection

Regarding personal data transmission Unibo shall meet the requirements of the EU General Data Protection Regulation and act upon accordingly. HLS FHNW complies with the FHNW data protection regulations, which were issued in accordance with Swiss legislation in the area of data protection.

Art. 11 – Responsible for the Agreement

Each University shall appoint a coordinator for the Cooperation Agreement.

References offices for students participating in the programme are listed in Annex 2 to this Agreement.

Art. 12 – Evaluation of the programme

The Parties will consult each other when appropriate, but at least once a year, in order to evaluate the programme development, to draw up a report about the ongoing initiatives and to elaborate other cooperation programmes.

Art. 13 – Controversies

In the event of any controversy arising from this agreement the Parties will endeavour to resolve the matter amicably and in good faith.

Art. 14 – Duration of the Agreement

This Agreement will operate from the last date of signing and will be effective for a period of five years from academic year 2022/23 (the first cohort of students will enrol in academic year 2022/23 and the last one in academic year 2025/26). This Agreement may be extended by mutual written agreement between the Parties.

The Agreement may be amended by mutual written agreement between the Parties in compliance with reference rules and regulations and with guidelines of Governing Bodies of the Parties.

This Agreement may be terminated at the request of either party provided that a minimum of six months' prior written notice is given to the other party to enable satisfactory arrangements to be put in place for students already participating in the programme and those to whom an offer of a place on the programme has been formally made. Both parties shall be equally responsible for such arrangements.

Any modification or termination of the Agreement shall be carried out in such a way as to ensure no damage for the participants in the programme already underway.

If any of the partner institutions wishes to withdraw, it must be guaranteed that all the students admitted to this institution will be able to regularly complete their studies.

Annexes can be individually modified by mutual consent between the Parties by means of an exchange of notes between the partner universities, to no detriment to the students already enrolled.

Art. 15 – Copies and language

This Agreement is subscribed in two originals in English.

Bologna, date _____

Alma Mater Studiorum – Università di Bologna

The Rector Prof. Giovanni Molari

Brugg, date 28.02.2022

FHNW University of Applied Sciences and Arts Northwestern Switzerland

Vice-President for University Development Prof. Dr. Daniel Halter



Muttenz, date 08.03.2022

FHNW University of Applied Sciences and Arts Northwestern Switzerland School of Life Sciences

The Director Prof. Dr. Falko Schlottig


