



International Studies Institute

The Institute at Palazzo Rucellai

Academic Programs in Florence

July 5, 2011

Miriam Jansen, SSND
Director of International Programs
College of Notre Dame of Maryland
4701 North Charles Street
Baltimore, Maryland 21210

Dear Dr. Jansen,

I thank you for returning the signed copy of the renewed MOU. I was away for a few days which has delayed my response.

I am pleased that we will be having Notre Dame students again; they were always a joy to have here.

I wish you the very best in the new direction that you plan to take, and in your new duties. I had the pleasure of meeting Sister Theresa Lamy some years ago, and working with her will come quite naturally.

Warm wishes,



Andreina Bianchini
Director and Legal Representative
International Studies Institute at Palazzo Rucellai
Florence, Italy 50123
abianchini@palazzorucellai.org

MEMORANDUM OF AGREEMENT
NOTRE DAME OF MARYLAND UNIVERSITY
and
THE INTERNATIONAL STUDIES INSTITUTE

The International Studies Institute, a Delaware non-profit entity (hereinafter "Institute"), having established a branch in Florence, Italy (known as the Institute at Palazzo Rucellai), which offers high quality university level study abroad programs for students of partner institutions in the United States (hereinafter "ISI Florence"), and Notre Dame of Maryland University, (hereinafter "NDMU"), an accredited private institution of higher learning in Baltimore, Maryland, agree to collaborate and cooperate as specified in this Memorandum of Agreement ("Agreement").

The purposes of affiliation between the Institute and NDMU are as follows:

1. To establish the parameters of collaboration between NDMU and ISI Florence (the Program) where "collaboration" means that ISI Florence will provide all the services and amenities, and directly employ all personnel required to effectively manage the Program, and NDMU, after a review of syllabi and faculty CVs, will provide direct credit for NDMU students for courses taken at the Institute.
2. To promote student interest and facilitate enrollment in the cooperative educational Program created as a result of this Agreement.

RESPONSIBILITIES OF ISI FLORENCE

To achieve the purposes stated above, ISI Florence will, insofar as its means and the laws of the Republic of Italy and the State of Delaware allow:

1. Provide appropriate academic facilities including, but not limited to sufficiently equipped classrooms and art and architecture studios, computer laboratory, adequate reference resources (library, web access, etc.), and faculty and administrative offices for the Program, such facilities to be adequately and reasonably secured with access limited to authorized persons.
2. Operate two 15-week academic semester terms based as closely as possible upon the NDMU academic calendar, and one 6-week summer session.
3. Provide a mutually beneficial curriculum of courses offered each semester at ISI Florence and taught by qualified faculty selected by the Institute and approved by NDMU.
4. Provide appropriate apartment housing for each student for the full duration of his/her period of enrollment, such housing to be adequately and reasonably secured with access limited to authorized persons.
5. Provide airport pick-up of students in Italy on an agreed upon date and time.
6. Provide a welcome and orientation program to assist students in becoming familiar and comfortable with their new environment, acclimate to their Italian locale and surroundings, and understand the procedures and policies of the Institute and the Program.
7. Provide a student handbook documenting all the rules, regulations and policies regarding participation in the Program as well as helpful information for living and studying in Italy and Florence, emergency procedures and phone numbers, and other relevant and supportive information as required by NDMU.
8. Offer optional and required co- and extra-curricular activities, field trips and excursions for both academic and recreational pursuits.
9. Provide support staff (i.e., a Program Director, a Student Services Coordinator and an Assistant) to meet the needs of the students participating in the Program. This will include

- individuals responsible for housing, student activities, emergency services, information desk, and both academic and non-academic assistance where required for all NDMU students.
10. Make psychological counseling available (at students' expense) for students who need such services in dealing with homesickness, culture shock and other personal issues.
 11. Assist all students in obtaining a *Permesso di Soggiorno* (Italian Permission to Stay) and other visa and residence formalities upon arrival in Italy.
 12. Provide periodic assessment of the students' academic and behavioral performance throughout the semester and transmit full grade reports and, when necessary, support documentation, for NDMU students within four weeks of the conclusion of each Program term.
 13. Notify NDMU if any NDMU student attempts to inappropriately drop a course or take an incomplete. Except with permission expressly granted from NDMU, students will not be permitted to enroll in courses offered pass/fail but instead must be assigned letter grades for each registered course.
 14. Welcome external evaluators from NDMU to visit ISI Florence to assess the maintenance of academic standards and the transferability of credit, quality of student services and overall satisfaction with the Program.
 15. Maintain regular communication with designated NDMU representatives to keep them informed of all aspects of the Program, as well as of student problems to ensure that they are addressed in a manner consistent with NDMU policy.
 16. Provide comprehensive information about all mutually approved courses including course syllabi, course outlines, texts and required readings as well as curriculum vitae of all ISI Florence professors.
 17. Submit course proposals to NDMU for approval for such courses to be added to the academic program at ISI Florence.
 18. Provide all pre-established information as agreed and in accordance with mutually established deadlines (i.e., course offerings, schedules, housing information, term dates, etc.) in an effort to allow NDMU to promote the Program to students both on and off campus.

RESPONSIBILITIES OF NDMU

To achieve the goals stated above, NDMU will, insofar as its means and the laws of the State of Maryland will allow:

1. Publicize in its sole discretion the Program through various media, such as web pages, posters, catalogs, newsletters, brochures, information sessions, and encouraging and facilitating enrollment in the Program.
2. Receive and handle inquiries; counsel and advise students about courses and services provided by the Program; respond promptly to such inquiries; and processing applications.
3. Accept only students who are at least 18 years old and who will have completed at least 45 semester hours (or the equivalent) of study at accredited North American colleges or universities at the time of entrance to the Program and who have achieved a GPA of at least 2.75.
4. Provide its students with sufficient health and repatriation insurance and provide ISI Florence with a copy of the coverage and limits for its students.
5. Provide students and families with pre-departure and other pertinent Program information supplied by the Institute.
6. Provide the Institute with a specified application form (personal information, housing form and course selection form) and copy of the applicant's transcript for any participant accepted at least 90 days prior to the start of each term.
7. Ensure that all participants are instructed to arrive on the specified and mutually-approved arrival date, and provide the Institute with the travel itineraries and arrival details for each participant.

8. Hold all participants subject to the Institute's academic policies and standards of conduct as well as Code of Student Conduct and the Policy of Academic Integrity of NDMU while at ISI Florence.
9. Maintain communication, as needed, with students, families and home schools to assure prompt and satisfactory resolution of any and all problems that may arise.

ADMINISTRATION

1. ISI Florence and NDMU will, for the purpose of harmonious and productive collaboration, deliberate collegially on the curriculum and the academic standards required in the course descriptions, the syllabi and the qualifications of the teaching staff, to ensure that all NDMU courses meet NDMU required academic standards. NDMU maintains its discretion to accept or reject courses and professors for the Program as it deems necessary.
2. The Program Director and the NDMU representative(s) will work together and consult one another as required to resolve any pertinent managerial and/or operational issues, with the understanding that both parties will work for the betterment of each other and the Program.
3. The only individuals authorized to establish policies and make commitments on behalf of the two parties are: for the ISI Florence, the Director and Legal Representative, and for NDMU, the Director of Study Abroad.

COMMUNICATION

Communications and decisions about routine Program matters to ensure quality of the Program and services offered to students, families, colleges and universities through this Agreement should be made to:

Coordinator for ISI Florence

Andreina Bianchini, Ph.D.
Director and Legal Representative
Institute at Palazzo Rucellai
Via della Vigna Nuova 18
Florence, 50123 Italy
Tel. +39 055-2645910

Coordinator for NDMU:

Theresa Lamy, SSND, Ph.D.
Director of Study Abroad
Notre Dame of Maryland University
4701 N. Charles Street
Baltimore, MD 21210-2404
Tel. +1-410-532-6091

FINANCIAL ARRANGEMENTS

1. Financial transactions and billing for ISI Florence will be processed through Academic Centers Abroad (hereinafter "ACA"), a State of Delaware limited liability company with its office in Yonkers, New York, and all remittances will be sent to ACA in U.S. dollars. NDMU agrees that remittances will be made to ACA according to the fees mutually agreed upon with ISI.
2. For the Program fees established, ISI Florence will provide the following: pre-departure handbook, airport pickup on an agreed upon date and range of time; arrival orientation and welcome reception, Italian immigration document assistance, housing and utilities (in shared apartments), the academic program, ISI Florence facilities and educational resources (classrooms, studio art and architecture studios, library and computer lab), administrative staff and student services assistance, emergency assistant services, cultural activities, farewell reception, grade report.
3. The Program fees do not include: meals, textbooks, site visit fees (museum, travel, art supplies), health insurance, expenses for *permesso di soggiorno*, cell phone, internet service

in the lodgings, optional excursions, expenses incurred for special or emergency services. Charges for the *permesso di soggiorno*, internet service in the lodgings, interim cleaning service during the semester, and health insurance if requested, will be added to the ordinary fees per student. ISI Florence will advise NDMU of the additional per student amount of such charges and advise NDMU of changes to such amounts throughout the term of this Agreement.

4. For each academic year throughout the term of this Agreement, NDMU will compensate ACA at a rate per NDMU student per semester as agreed upon by NDMU and ISI. Program fees will be determined by January prior to the start of subsequent academic year.
5. NDMU agrees to pay the standard per student Program cost for each officially enrolled NDMU student within 30 days after receipt of an invoice. Should a question or dispute arise about an invoice, NDMU will bring such question or dispute to ACA's attention prior to the expiration of the 30 day period and NDMU and ACA will attempt to resolve any issue within 45 days following receipt of an invoice. Invoices will be in U.S. dollars and should be paid in U.S dollars.
6. All students will be individually responsible for the academic materials, travel or lab fees required for each course, and pay such charges directly to the Institute.
8. By one month prior to students' arrival, the Institute must sign and make good the contracts for their housing which is contracted per person. Hence, withdrawing after that point leaves the Institute with full responsibility to pay for housing even if the spot in the apartment goes unoccupied. This remains true of students who withdraw at any point after arrival. Thus, while there are no pre-arrival cancellation fees per se, students will be responsible for their housing as of 30 days prior to their arrival date. Depending on the reason for withdrawal (illness, death in the family, etc.) some reduction for the student may be negotiated, but in this case the full cost would still have to be absorbed by the Institute. If a student withdraws after arrival, in addition to housing costs, the following schedule of cancellation fees will be applied:

Remainder of the 1 st calendar week:	10% of the remaining Program fee
2 nd week:	40% of the remaining Program fee
3 rd and 4 th week:	50% of the remaining Program fee
5 th week through 8 th week:	75% of the remaining Program fee
9 th week and beyond	100% of the remaining Program fee

SPECIAL PROVISIONS


1. ISI Florence reserves the right to cancel any courses that have total enrollments of less than 8 (eight) students, or six students in a sequenced Italian language course.
2. ISI Florence will limit all Italian language classes to a maximum of 20 (twenty) students.
3. Disciplinary actions, including expulsion, will be taken according to the process outlined in the Institute's Code of Conduct, which may be amended from time to time, and in collaboration with the NDMU Dean of Students Office. Behavior that could trigger disciplinary action will be adequately explained in advance to the students.
4. ISI Florence and NDMU are committed to the policy that all persons shall have equal access to programs, facilities, admission, and employment without regard to personal characteristics not related to ability, performance, or qualifications as determined by the respective NDMU and Institute policies or by state or federal authorities. Neither party discriminates against any person because of age, ancestry, color, disability or handicap, national origin, race, religious creed, sex, sexual orientation, or veteran status. NDMU and ISI Florence shall abide by these principles in the administration of this Agreement and neither party shall impose criteria which would violate the principles of non-discrimination.

AGREEMENT TERMS

1. This Agreement is valid once both parties have signed and dated the Agreement, and will take effect with the Spring 2012 term. Fees may be renegotiated in January for each subsequent academic year, with fluctuations partly based on the exchange rate. Fees for spring term 2012 will be \$10,500 for the general education program. Fees for the 6-week summer program in 2012 will be \$ 4300.
2. This Agreement will remain in effect until terminated by mutual agreement or upon the specific request of NDMU. The only restriction is that the Agreement shall not be terminated in the middle of an academic year.
3. Either party may terminate this Agreement on written notice to the other parties received at least one semester in advance of the desired date of termination.
4. Any change, notice, request, approval or other communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to be duly given if hand-delivered or if sent by an international package courier service, postage prepaid, to the applicable addresses as defined in this Agreement under COMMUNICATION.
5. This Agreement, in itself, does not bind either party to any financial obligations or personnel commitments beyond the terms specified, nor does this Agreement authorize either party to enter into any agreement which will bind the other to any financial obligations or personnel resource obligations.
6. In the event of disputes, disagreements, or conflicts that cannot be resolved between the program coordinators or other designated representatives, the Director of ISI Florence and the NDMU Vice Provost for Global Education Services will promptly address the issues with each other and attempt to come to an agreement.
7. Failure of either party to meet the obligations defined in this Agreement constitutes breach of contract.
8. ISI Florence and the Institute are subject to provisions of Italian Law and Delaware law, respectively.
9. This Agreement and any associated annexes represent the entire agreement and understanding of the parties and supersede any prior oral or written representations or understandings regarding the subject matter of this Agreement. This Agreement may be modified by written memorandum signed by the parties. If one or more of the provisions set forth in this Agreement is held to be invalid or unenforceable in any respect, then that invalidity or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid or unenforceable provision had not been included in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year written below. All previous and other written and verbal agreements are considered null and void.

For Notre Dame of Maryland University:

 4/13/11
Mary Pat Seurkamp Date
President
Notre Dame of Maryland University

For ISI:

 7/1/2011
Andreina Bianchini Date
Director and Legal Representative
International Studies Institute