INTERNATIONAL MEMORANDUM OF AGREEMENT

Between
The University of Macerata
and
The University of Arizona

I. GENERAL

A. Parties to the Agreement

This International Memorandum of Agreement ("Agreement") is entered into by the University of Macerata, Macerata, Italy (hereinafter "the University of Macerata") and the Arizona Board of Regents on behalf of the University of Arizona, Tucson, Arizona, USA (hereinafter "the University of Arizona"). The two institutions shall be referred to collectively as the "Participating Institutions" in this Agreement.

B. Purpose of the Agreement

The Participating Institutions, with approval of their responsible authorities, are entering into this Agreement to facilitate and enhance cooperation in research and academics in areas of mutual interest, through the modes of collaboration set forth below.

C. Modes of Collaboration

The Participating Institutions will endeavor to promote collaboration through a broad range of strategies, which may include research collaboration, faculty and scholar exchanges, student exchange and direct enroll programs, and study abroad. Initially, the Participating Institutions are agreeing to the following programs, which are further detailed in Appendix A, incorporated herein by reference:

1. Exchanges for research purposes of faculty and scholars, graduate students, and administrative staff for short-term and, as funding and other circumstances permit, longer-term visits;

2. the design of collaborative research projects, including the development of formal proposals for funding of such research;

3. dissemination and publications of collaborative research projects.

If the Participating Institutions agree to pursue additional collaborative programs in the future, they will enter into implementing agreements or addenda to this Agreement, as set forth in Section III.A, below.
II. TERMS OF THE AGREEMENT

A. Areas of Initial Concentration

The Participating Institutions agree to develop collaborative programs in areas of mutual interest, and will initially focus on implementing collaborative fundamental research through faculty and scholar PhD students, students and administrative staff exchanges in multidisciplinary areas. Among these, an area of strong common interest concerns the promotion of scholastic and social inclusion of people with disabilities and learning disorders.

B. Activities in Support of Collaboration

The Participating Institutions recognize the importance of certain ancillary activities in support of these primary areas of research and technical collaboration. Principal among these shall be, when appropriate:

1. the regular exchange of relevant publications and information generated by the Participating Institutions;

2. regular communication concerning the technologies necessary to enable and enhance the substantive areas of collaboration referred to in Section II. A.

III. ADMINISTRATIVE GUIDELINES

A. Implementation of this Agreement

1. It is the intent of the Participating Institutions that the general provisions of this Agreement be translated into specific programs of activity as expeditiously as financing and other institutional capabilities permit. Such programs will be detailed in implementing agreements or addenda to this Agreement and will be approved in writing by the designated officials both institutions. No implementing memorandum will amend or contradict the provisions of this Agreement. Implementing memoranda for all programs must include provisions for insurance to cover liability arising out of acts or omissions of each Participating Institution’s officers, agents and/or employees. Implementing memoranda for faculty exchanges and collaborative research programs must include specific provisions relating to any intellectual property that may result from the program.

2. Nothing in this Agreement shall be interpreted as constraining the development of future programs that are not specifically mentioned in this Agreement.

3. In order to coordinate and monitor the jointly agreed activities, each University shall appoint its own representative as coordinator. The University of Macerata appoints Professor Catia Giaconi (DSFBCT), the University of Arizona appoints Laurel Mason, Director, Bartlett Labs. The appointed persons shall periodically monitor the outcomes of this Agreement and will report to their own academic bodies.
B. Responsible Administrative Personnel

1. The Participating Institutions shall be represented in formal negotiation or renegotiation of this Agreement by the Rector of the University of Macerata and by the Senior Vice President for Academic Affairs and Provost of the University of Arizona, respectively, or by their designated representatives.

2. The designated operational units of the Participating Institutions, for purposes of developing and implementing the terms of this Agreement are:
   - for the University of Macerata, the Department of Education, Cultural heritage and Tourism;
   - for the University of Arizona, the SALT Center.

3. Either Participating Institution may change its designated operational unit by written notification to the other Participating Institution.

C. Travel and Safety

1. The Participating Institutions each acknowledge and agree that they have emergency response plans to address emergencies, including but not limited to natural disasters and political unrest. Each Participating Institution agrees to provide the other with information on the emergency response plan upon request.

2. The University of Arizona will evaluate potential risks for any country to which its employees or students may be proposing travel, and may determine based on U.S. Department of State Travel Advisories, any other travel advisory source, and in its sole discretion, that travel to a particular country or area is not advisable at that time.

3. If a University of Arizona employee or student is already in a country or area for which a travel alert or Level 3 or Level 4 Travel Advisory is issued by the U.S. Department of State, the traveler must consult with the University of Arizona, or the University of Arizona will contact the employees and/or students in such countries or areas, to determine whether they will be required to relocate to a safer area or return to the U.S. or the employee's or student's home country if other than the U.S. If another source increases risk levels, the University of Arizona will evaluate the change, notify the traveler of new risks, and coordinate with the traveler if the employee or student is required to depart.

D. Other Provisions

1. This Agreement is written in the English language. Any translation will be substantially equivalent in establishing the mutual obligations of the Participating Institutions.

2. Nothing in this Agreement shall create binding obligations that may not be overridden by unilateral decisions reflecting financial or other circumstances confronting either of the Participating Institutions.

3. This Agreement is effective for an initial term of five (5) years from the date of joint signing (the “Effective Date”). After this initial term, this Agreement shall be reviewed
and may be revised as deemed necessary by the Participating Institutions.

4. This Agreement may be terminated by either of the Participating Institutions upon written notice given at least 90 days before the end of the other Participating Institution’s current academic year, to be effective as of the end of that academic year. In the event of such termination, any students, faculty or scholars currently participating in an exchange pursuant to this Agreement shall retain their then-current status until the end of their program or the end of the current academic year, whichever is sooner.

IV. LEGAL PROVISIONS

A. Conflict of Interest

This Agreement is subject to cancellation pursuant to Arizona Revised Statutes § 38-511 regarding Conflict of Interest.

B. Non-Affiliation

The Participating Institutions recognize that performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Notwithstanding the provisions of Section III. D. 4, above, should the Legislature fail to appropriate the necessary funds or if the University’s appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University of Arizona agrees to notify the other Participating Institution as soon as reasonably possible after the unavailability of said funds comes to the University’s attention.

C. Intellectual Property

1. The Participating Institutions do not intend that the activities performed under this Agreement will result in inventions or the creation of new intellectual property, but if any result, the following will apply: the University of Arizona shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. The University of Macerata shall retain exclusive title and all rights to inventions, copyrights, and other intellectual property arising from the conceptions or efforts of its employees or consultants in performing this Agreement. The University of Macerata and the University of Arizona shall hold joint title and rights in inventions, copyrights, and other intellectual property arising from the joint conceptions or efforts of both Participating Institutions’ employees or consultants in performing under this Agreement.

2. No Participating Institution will use the trademarks, trade name, logos, trade dress, or other commercial property of any other Participating Institution without the express written approval of that Participating Institution.

D. Disputes

The Participating Institutions shall make a good faith endeavor to settle amicably, through direct negotiations between them, any dispute, difference, controversy or claim (“Dispute”) arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement,
including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims.

E. Equal Employment Opportunity and Non-Discrimination

The University of Arizona is bound by applicable federal and state laws and regulations, as well as internal University policy, governing Equal Employment Opportunity and Non-Discrimination. The Participating Institutions agree that participation by University of Arizona personnel or students in any activities relating to this Agreement shall not be denied to any individual on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity, or genetic information. The University of Arizona is also committed to providing equal access and reasonable accommodation to its employees and students as required by law.

F. Export Controls

The University of Arizona is bound by all applicable United States federal laws restricting the export of controlled materials and technology set forth in the International Traffic in Arms Regulation (ITAR), 22 CFR §120 et seq. and the Export Administration Act of 1979 (as amended) 50 U.S.C. Appendix § 2401 et seq. (collectively “Export Control Laws”) and will not transfer any export controlled materials or technology without prior authorization from Department of State or Department of Commerce if such authorization is required.

Issued in Macerata.

For the University of Arizona:

Liesl Folks, Ph.D., MBA
Senior Vice President for Academic Affairs and Provost

Date 6 November 2020

For the University of Macerata:

Prof. Francesco Adornato
Rector

Date
APPENDIX A: DIDACTIC AND SCIENTIFIC ACTIVITIES PLAN BETWEEN THE PARTICIPATING INSTITUTIONS

- Considering the mutual interest of the Participating Institutions in establishing scientific and educational cooperation and relationship in the development of studies in the fields of social and educational sciences, as well as cultural landscape of both countries (specify the areas of common and scientific broad fields of interest).
- Considering the current memorandum of understanding as signed by the Participating Institutions.
- Considering the specific areas of development and innovation in each of the Participating Institution's country.

Relevance of strategy (according to the IMOA):
As the number of people with disabilities and learning differences continues to increase in higher educational contexts, the growing challenge worldwide is to ensure full access for all students and to provide support for the academic and social success of students with disabilities and learning differences. There is a necessity to respond to the diversified needs of students with disabilities and learning differences in order to improve and increase these students' level of accessibility and inclusiveness in educational environments. Diverse approaches to learnings and programs that produce optimal outcomes for this specific student population are considered necessary in order to achieve personalization, inclusion, and innovation in the academic field.

Scientific and educational project and implementation:
Scientific and educational paths the Participating Institutions mutually agree to implement concern educational strategies and interventions to strengthen university services and provide awareness-raising events at the national and international level aimed at improving political and scientific guidelines, in addition to the development of support processes for students with disabilities and learning differences.

Expected aims and dissemination:
Scientific collaborations, cooperative studies, exchange of knowledge and practices, mutual enrichment, and professional and cultural growth are the main purpose and intent. Specifically, the development of research to promote scholastic and social inclusion of individuals with disabilities and learning disorders is the expected outcome.
APPENDIX B: FACULTY AND SCHOLAR EXCHANGE

Exchanges of faculty and scholars and/or PhD students, and/or students, and/or administrative staff for short-term research and/or training purposes generally shall be conducted under the following guidelines:

1. The Participating Institutions shall — for a duration to be determined on a case-by-case basis and after mutual agreement — invite faculty and/or scholars for teaching and/or research visits. Visiting faculty and scholars must have a sufficient command of the language of instruction, if they are invited to teach.

2. Exchange of visiting faculty and scholars, PhD students, students and administrative staff shall be compensated entirely by their respective home institutions. Availability of funding from the host institution(s) shall be determined at the time of invitation.

3. The Participating Institutions shall undertake efforts to raise funds from outside sources for the exchange of faculty and/or scholars and/or PhD students, and/or students, and/or administrative staff.

4. The Participating Institutions shall inform one another regularly about the curricular programs offered by each, and especially about research seminars, colloquia, conferences, and symposia organized by each. They shall exchange documentation and publications issued from these proceedings.

5. Visiting faculty and scholars at the University of Arizona may apply to participate in the University of Arizona’s International Scholar Academy, operated by UA Global. UA Global has an annual call for visiting faculty and scholars’ applications to the International Scholar Academy in August each year. The International Scholar Academy is designed to accelerate the professional development of emerging leaders. Selected participants attend interactive workshops spread throughout the academic year, free of charge. These workshops are excellent opportunities for career development, personal growth, and networking with other international faculty and scholars.

6. Visiting faculty and scholars at the University of Macerata may apply to participate in the University of Macerata’s International Scholar Program. An annual call for visiting faculty and scholars’ applications to the International Scholar Program is in February each year. The program is an excellent opportunity for career development, personal growth, and networking with other international faculty and scholars.

7. Each faculty or scholar PhD student or student or administrative staff member exchange participant must submit proof of medical insurance coverage during the exchange period as required by U.S. Federal law. It is understood that the host institution accepts no responsibility or liability for providing health care services or health care insurance for visiting faculty and/or scholars.

8. Exchange faculty and/or scholars and/or PhD students and/or students and/or administrative staff shall be responsible for obtaining any necessary visas and otherwise complying with all immigration laws and regulations of the country of the host institution. The host institution shall cooperate in such efforts, but shall not have any responsibility to assure the granting of any immigration visas, permits or approvals.
9. Should any faculty or scholar PhD student or student or administrative staff member collaboration result in any potential for intellectual property, the Participating Institutions shall immediately meet through designated representatives and seek an equitable and fair understanding as to ownership of such intellectual property and other property interests that may arise. Any such discussions shall at all times strive to preserve a harmonious and continuing relationship between the Participating Institutions.

**Plan of individual mobility activities:**
To achieve the realization of shared project and common practices a total mobility period of about 4 weeks is envisaged for each academic year, which can be accomplished by different visitors: faculty and scholars, PhD students, students, and administrative staff.

**A. Plan of individual mobility activities per academic year for Teaching/Training staff between the University of Macerata (Italy) and the University of Arizona (USA)**

<table>
<thead>
<tr>
<th>FROM</th>
<th>TO</th>
<th>SUBJECT AREA [ISCED]¹</th>
<th>LECTURE</th>
<th>Number of teaching/ training staff*</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIMC</td>
<td>University of Arizona</td>
<td>Education</td>
<td>Special Education</td>
<td>Total number of staff: 2 number of days of teaching periods: 20</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Education</td>
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<td>Education</td>
<td>Special Education</td>
<td>Total number of staff: 2 number of days of teaching periods: 20</td>
</tr>
</tbody>
</table>

*For teaching staff: each member ensures, for one week of mobility at least 8 hours of certified international teaching.

*For administrative staff: can be scheduled a mobility period for a maximum period of one working week (excluding travel), which includes activities for exchanging of good practices, job shadowing, presentations, project coordination.

B. Recommended language skills

The sending institution, following agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period:

<table>
<thead>
<tr>
<th>Receiving institution</th>
<th>Language of instruction 1</th>
<th>Language of instruction 2</th>
<th>Recommended language of instruction level(^1) Student Mobility for Studies</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIMC</td>
<td>Italian</td>
<td>English (where indicated)</td>
<td>A1 Italian, B1 English</td>
</tr>
<tr>
<td>UNIVERSITY OF ARIZONA</td>
<td>English</td>
<td>English</td>
<td>B2 (staff/faculty/scholars)</td>
</tr>
</tbody>
</table>

For the University of Arizona:

[Signature]

Liesl Folks, Ph.D., MBA
Senior Vice President for Academic Affairs and Provost

Date: 6 November 2020

For the University of Macerata:

[Signature]

Prof. Francesco Adornato
Rector

Date: 29 Gen. 2020

\(^1\) For an easier and consistent understanding of language requirements, use of the Common European Framework of Reference for Languages (CEFR) is recommended, see [http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr](http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr)