



UNIVERSITÀ
di VERONA

STUDENT EXCHANGE PROJECT AGREEMENT

APPENDIX to

MEMORANDUM OF AGREEMENT

between

Villanova University, for and on behalf of Charles Widger School of Law
Villanova, Pennsylvania, USA

and

Università degli Studi di Verona, for and on behalf of the Department of Law
Verona, Italy

GENERAL

This binding agreement (this "Project Agreement") incorporates the terms and conditions set forth in the attached Memorandum of Agreement ("MOA") between Villanova University, for and on behalf of Charles Widger School of Law (hereinafter "Villanova") and Università di Verona, for and on behalf of the Department of Law, (hereinafter "Verona"). This Project Agreement seeks to broaden the scope of the academic curriculum and to provide a unique learning experience for graduate students in an overseas environment, as well as to promote co-operation between the two institutions. This Project Agreement is made and entered into by and between Villanova and Verona as of the final date of signature by the parties hereto, establishing the basis for cooperation between these institutions in accordance with the following provisions. This Project Agreement supplements, but does not replace, the obligations set forth in the MOA. Subject to the preceding sentence, in the event of a conflict between the provisions of this Project Agreement and the MOA, the order of priority shall be as follows: (1) the MOA, and (2) this Project Agreement, unless the Parties have explicitly stated their intent to deviate the terms in the MOA.

SECTION 1: DEFINITIONS

- (a) "Exchange period" is One academic semester, or equivalent, but no longer than two academic semesters, or equivalent, in which the student is attached to the host institution on a non-degree basis.
- (b) "Exchange student" is a Law student who participates in the exchange program.
- (c) The "home institution" is the institution in which the student is originally enrolled.
- (d) The "host institution" is the institution to which the exchange student is attached for the duration of his/her exchange.
- (e) "Unit of exchange" is one student attending an entire semester or equivalent period.
- (f) "Full-time student" means an enrollment leading to the number of academic credits set to validate the exchange period. At Villanova, full-time is defined by 12 credits per fall or spring semester.



SECTION 2: SELECTION REQUIREMENTS FOR EXCHANGE STUDENTS

- (a) Eligible exchange program students will be recommended by the home institution. The home institution will review the academic records and recommendations of students in a final determination of eligibility for admission to study in a particular program, in accordance with the standard admissions procedures for non-degree study.
- (b) By the beginning of the exchange period, exchange students must have an equivalent to a United States' Grade Point Average of 3.0, on a 4.0 scale.
- (c) Nominated students should meet any language requirement set forth by host institution. At Villanova, a TOEFL score of 90 (IBT) is required.
- (d) At the time of enrollment at the host institution, Villanova students must have completed 1 year of continuous full-time study, and Verona students must have completed a minimum of 1 years of law study.

SECTION 3: STUDENT EXCHANGE PARAMETERS

- (a) This Project Agreement is founded on a reciprocal basis, with the intention of achieving an equal number of units of exchange each way every year.
- (b) Two students in attendance for one semester each will be counted as the equivalent of one student for two semesters. In either case, two units of exchange will have been achieved.
- (c) A maximum of 4 units of exchange each way per academic year will initially be arranged. The number of units of exchange may be amended by mutual agreement.
- (d) There is no obligation on either institution to nominate students for the exchange program nor to accept any students nominated.
- (e) The goal is to facilitate a reciprocal exchange of students, so that if either home institution has sent fewer students to the other, it can request that the other institution wait to send new students in future academic years until the numbers exchanged are equal.
- (f) Exchange students will continue as candidates for degrees of their home institution, and will not be candidates for degrees of the host institution.
- (g) Exchange students will be subject to the academic and conduct rules of the host institution, and the applicable laws of the host country. The host institution will assume no responsibility for a student's conduct or lack of compliance with any of the host country's laws. Each institution reserves the right to dismiss any exchange student at any time for academic or personal misconduct in violation of established regulations provided, however that the host institution will, absent extenuating circumstances, consult with the home institution before implementing such action. The dismissal of a student shall not abrogate this Agreement, or arrangements regarding other students.
- (h) The home institution will be responsible for screening and selecting students for this exchange program, subject to acceptance by the host institution. Students must be proficient in the language of instruction at the host institution to qualify for nomination, as set forth in Section 2 hereof.



- (i) The host institution will assist with housing and other matters of hospitality and student support, but does not guarantee housing and will not include financial assistance of any kind. It is the responsibility of the exchange students themselves to make living arrangements in the host country.
- (j) Exchange students will be responsible for meeting country visa requirements for entry into the exchange program, obtaining their own visas and completing the required immigration formalities, and for obtaining the travel and other related documents needed to pursue studies at the host institution.
- (k) The obligations of the two institutions under this agreement are limited to exchange students only and do not extend to spouses and dependents.
- (l) No monetary consideration will be exchanged between the two institutions, nor will there be any indemnities, reimbursements for expenses, or sharing of fees or profits arising from the exchange program.
- (m) If the exchange student voluntarily withdraws before the end of the course, it will be considered as a completed exchange from the institution concerned. The parties agree that there will be no replacement for the student.
- (n) To the extent permissible by law, the parties agree that if a health or safety issue arises at the host institution that could potentially impact the health or safety of an exchange student, the host institution will notify the home institution and will cooperate with the home institution by taking reasonably recommended or necessary actions to address the concerns of the home institution. Actions taken to address the health and safety of an exchange student may include, but not be limited to, modifying the scope of the exchange student's activities, the return of the exchange student to the home institution, or temporarily suspending the exchange between the parties.
- (o) The host institution will inform the home institution exchange students about how to access on-site support services, such as mechanisms for reporting sexual conduct complaints and bias incidents (including notifying the students of their right to make a report to their home institution) or accessing mental health services. The host institution agrees to support the home institution exchange students should such issues arise, provided, however, that such support will not include financial assistance of any kind.

SECTION 4: STUDENT ENROLLMENT, ATTENDANCE AND ASSESSMENT

4.1

- (a) Exchange students will be permitted to enroll at the host institution in any course for which they are qualified, subject to meeting admission requirements, prerequisites, and timetable and capacity constraints of the host institution.
- (b) Exchange students accepted at Villanova will be admitted into a major in the college or unit specified under this agreement. It will be expected that students applying to the exchange program will be interested in taking the majority of their classes in this college or unit. Enrollment in classes in other colleges at Villanova is possible but cannot be guaranteed.



- (c) Exchange students accepted at Verona will be admitted into a major in the departments specified under this agreement. It will be expected that students applying to the exchange program will be interested in taking the majority of their classes in the law department. Enrollment in classes in other departments at Verona is possible but cannot be guaranteed.
- (d) Full time participation in these courses by the students is required. "Full time" will be defined by the host institution.
- (e) Exchange students will obtain credits for the courses in accordance with the regulations of the home institution. Official transcripts for each student will be sent directly to the home institution at the end of each semester of the exchange period. At Villanova, exchange students must request that their transcripts be sent to their home institution.
- (f) In principle, each law school will accept the credits earned at the host law school. It will be the responsibility of each exchange student to verify before registering for courses at the host law school that the desired courses will be eligible for credit at the home law school. Prior the beginning of the exchange, students will subscribe a Learning Agreement jointly with the academic advisors of both home and host institution.
- (g) Exchange students will be entitled to participate in any introductory or orientation courses or programs that may customarily be arranged for foreign students at the host institution.

4.2 Verona certifies as follows

- (a) the course of study for VILLANOVA Exchange Students at Verona will be either related to the socio-legal environment of Italy, or it will have an international or comparative focus.
- (b) Verona is government sanctioned or recognized, if educational institutions are regulated within Italy; recognized or approved by an accrediting agency, if such agency exists within Italy; or chartered to award first degrees in law by the appropriate authority within Italy.
- (c) Verona has not (i) had its eligibility or certification to participate in Federal Student Aid programs terminated by the U.S. Department of Education (the "Department"), (ii) voluntarily withdrawn from participation in Federal Student Aid programs under a termination, show-cause, suspension, or similar type proceeding initiated by Verona's state licensing agency, accrediting agency, guarantor, or by the Department or (iii) had its application for certification or re-certification to participate in Federal Student Aid programs denied by the Department.

SECTION 5: BURDEN OF TUITION, FEES, AND OTHER COSTS

- (a) Exchange students will pay tuition and enrollment/application fees at their home institution during the exchange period. They will be exempted only from tuition and enrollment/application fees at the host institution.
- (b) Exchange students will pay for all personal expenses incurred at the host institution, including visa, housing, travel, meals, health insurance, books and stationery required; student services and student union/association fees as applicable at the host institution; and any fee or charge in connection with practical work directly associated with their course(s) of study.



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SECTION 6: STUDENT INSURANCE

- (a) All exchange students will be required to be covered by adequate personal health (including hospitalization) insurance, at their exclusive responsibility and cost, for the exchange period:
 - (i) At Villanova, all incoming exchange students from Verona will be automatically enrolled in Villanova's Student Health Insurance Plan. Costs will be directly billed by Villanova to incoming exchange student.
 - (ii) All Villanova students are required to have international accident, personal liability and medical insurance, at their exclusive responsibility and cost, that is able to respond in the country they are visiting.

SECTION 7: ACKNOWLEDGEMENT OF FERPA

- (a) Performance of services under this Agreement may entail the disclosure to Verona of personally identifiable information from student education records protected by the Family Educational Rights and Privacy Act (FERPA) ("Student Information"). In performing services under this Agreement, Verona will be acting in the role of "university official" under FERPA. Verona may use the Student Information only for the specific purposes of providing the services. Verona may not disclose any Student Information to any other party or for any other purpose without the prior written consent of the student. The provisions of this section will be applicable to any subcontractors, vendors, or agents to whom Verona may release Student Information in order to perform the services. Verona agrees that prior to releasing any Student Information to any subcontractor, vendor or agent, Verona will require such subcontractor, vendor, or agent to acknowledge its obligations as a "university official" and to comply with the FERPA requirements articulated in this section. Improper redisclosure of Student Information can result in Verona being denied access to such information for at least five (5) years. Verona shall return or certify destruction of all Student Information (including that provided to or obtained by its subcontractors, vendors or agents) upon termination of this Agreement, unless otherwise required by applicable law. In such case, Verona shall notify Villanova of the applicable law and retention period, and return or certify destruction of all Student Information immediately upon the expiration of such legal obligation

SECTION 8: COUNTERPARTS; FACSIMILE OR ELECTRONIC SIGNATURES

- (a) This Project Agreement may be executed in two or more counterparts. Each such counterpart shall be deemed to be an original, but all of which together shall constitute one and the same document. A signed copy (including any electronic symbol or process attached to) of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or other ancillary agreement for all purposes.



SECTION 9: INTERPRETATION, ADMINISTRATION, AND TERM OF AGREEMENT

- (a) **Interpretation.** This Project Agreement shall be interpreted in accordance with generally accepted principles of international law, and in the light of the general purpose that this Project Agreement is intended to serve.
- (b) **Project Coordinator.** The below named individuals are representatives of the respective parties responsible for the development and coordination of the specific activities contemplated by this Project Agreement. All notices or communications hereunder should be directed to the below named persons unless another addressee is hereinafter designated by written notice.

For Villanova University

Name: Tuan Samahon
Professor of Law and Director of
International Programs
Email: samahon@law.villanova.edu

For Università di Verona

Name: Francesco Palermo
Professor
Email: francesco.palermo@univr.it

(c) **Term, Variation and Termination.**

- (i) This Agreement will be effective from the date of the last signature through the expiration date of the governing Memorandum of Agreement.
- (ii) This Agreement may be varied or modified by mutual written agreement.
- (iii) Either party will be entitled at any time at its absolute discretion to terminate the agreement by giving written notice six (6) months beforehand to the other. Early termination of this Project Agreement will not alter the responsibility of the parties to carry out the terms of the Project Agreement with respect to any students who are participating in the exchange program, or who have been accepted into the exchange program, at the time notice of termination is provided
- (iv) Each party will ensure that adequate arrangements are made to complete all commitments that are in process before the exchange agreement is terminated. In the event of an early termination of this Project Agreement, howsoever caused:
 - a. Upon the issuance of a termination notice, the Parties shall immediately cease to promote the exchange program to their students, and neither Villanova nor Verona shall accept any further applications from students for the exchange program.
 - b. Any students enrolled in the exchange program at the time of termination shall not be adversely affected by such termination. Such students have the right to continue their exchange program in accordance the terms of this Project Agreement and their enrollment agreements with Villanova and Verona, and the Parties will recognise credit for approved exchange program courses in the manner as provided for in this Project Agreement.



- c. For any pending student applications previously received by a Party and for which such Party *has* made an offer prior to the date of termination, if the student accepts the offer (whether before or after termination), the student may be enrolled in the exchange program and have the opportunity to complete the exchange program in accordance with the terms of this Project Agreement and the student's enrollment agreement with Villanova and Verona, and the Parties will recognize credit for approved exchange program courses in the manner as provided for in this Project Agreement.
- d. For any pending student applications previously received by a Party and for which such Party *has not* made an offer to the student prior to the date of termination, such Party shall be free to decide whether or not to make an offer in respect of such application. If an offer is made and the student accepts the offer (whether before or after termination), the student may be enrolled in the exchange program and complete the exchange program in accordance with the terms of this Project Agreement and the student's enrollment agreement with Villanova and Verona, and the Parties will recognize credit for approved exchange program courses in the manner as provided for in this Project Agreement.
- e. Termination (however caused) or expiry of this Project Agreement shall be without prejudice to any rights, obligations or liabilities accrued at the date of termination or expiry. The provisions in this Project Agreement which expressly or impliedly have effect after termination or expiry shall continue to be enforceable notwithstanding termination or expiry.



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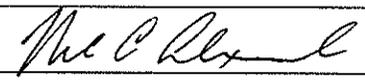
IN WITNESS WHEREOF, the parties hereto have executed this Project Agreement by their duly authorized representatives as of the final date written below.

For Villanova University

For Università di Verona

Name: Mark C. Alexander

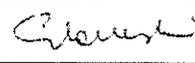
Title: Arthur J. Kania Dean and Professor of Law

Signature: 

Date: 2 DEC 2025

Name: Giuseppe Comotti

Title: Dean and Professor of Law

Signature: 

Date: 4 November 2025