



Consiglio di Dipartimento del 26 novembre 2019

Classificazione II/8

N. Allegati 1

5. Contratti e Convenzioni;

Soggetto proponente: Direttore

N. ordine del giorno: 5

Argomento: Contratti e convenzioni

Allegati: Ratifica Disposizione del Direttore n.54/2019 Accordo di Cooperazione Accademica con la la St. John's University, New York, U.S.A. on behalf of its Peter J. Tobin College of Business (All. "5/A" pagg. 7)

Il Consiglio di Dipartimento, nella seguente composizione:

<i>Professori I Fascia</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>	<i>Professori I Fascia</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>
1	BARBA ANGELO	X					7	GIOVANNINI ALESSANDRO ****				X	
2	BARRETTA ANTONIO DAVIDE*					X	8	GROPPI TANIA					X
3	BINDI ELENA	X					9	MUSSARI RICCARDO ****	X				
4	BOIDO CLAUDIO	X					10	POMPELLA MAURIZIO				X	
5	BORGOGELLI FRANCA	X					11	RICCABONI ANGELO				X	
6	DI PIETRA ROBERTO	X					12	ZANNI LORENZO	X				
<i>Professori II Fascia</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>	<i>Professori II Fascia</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>
1	BARNABÈ FEDERICO	X					8	GROSSI GIUSEPPE***				X	
2	BERTELLI RUGGERO	X					9	MARAGHINI MARIA PIA					X
3	BROZZETTI ANTONELLA	X					10	MONTINI MASSIMILIANO					X
4	CONSOLANDI COSTANZA	X					11	PARIS ANNA	X				
5	CORVESE CIRO GENNARO				X		12	PATANÉ MICHELE	X				
6	D'AURIA MASSIMO	X					13	PUCCI TOMMASO	X				
7	FALERI CLAUDIA	X					14	RUGGIERO PASQUALE					X
<i>Ricercatori</i>		<i>F</i>	<i>Ci</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>	<i>Ricercatori</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>
1	CAMELIA MAURO				X		7	MENCHIARI ANDREA				X	
2	FELCE FRANÇOISE	X					8	SALERNO MARIA ELENA	X				
3	GIORGINO MARIA CLEOFE	X					9	VETTORI NICOLETTA	X				
4	GIOVANNONI ELENA**					X	10	VIGNI PATRIZIA	X				
5	MACCARI ANNA LISA				X		11	VIZIOLI NICOLA					X
6	MARINELLO ANTONIO					X							
<i>Assegnisti</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>	<i>Assegnisti</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>
1	CUPERTINO SEBASTIANO	X											



<i>Studenti</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>	<i>Studenti</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>
1	CIOBANU ALEXIA IULIA					X	3	SANTORO ALESSANDRO					X
2	HASTINGS MELA LAURA					X	4	SCARANO SERGIO				X	
<i>Personale T-A</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>	<i>Personale T-A</i>		<i>F</i>	<i>C</i>	<i>Ast</i>	<i>As</i>	<i>Ag</i>
1	CASAMONTI ANTONELLA	X					2	CORDOVANI ANTONELLA	X				

(Legenda: *F*= favorevole, *C*= contrario, *Ast*= Astenuto, *As*= assente, *Ag*= assente giustificato)

* In aspettativa ai sensi dell'art. 13 DPR 382/80 e successive modificazioni ed integrazioni

** in aspettativa ai sensi dell'art. 6 comma 12 Legge n. 240/2010

*** doppia affiliazione in Svezia primo semestre (settembre – febbraio)

**** in congedo ai sensi dell'art. 17 DPR 382/80

Vista la Legge 9 maggio 1989, n. 168, recante norme in materia di "Autonomia delle Università" e in particolare l'articolo 6;

Vista la Legge 19 novembre 1990, n. 341 e successive modificazioni e integrazioni;

Visto il D.M. 22 ottobre 2004, n. 270 sulle "Modifiche al regolamento recante norme concernenti l'autonomia didattica degli atenei, approvato con decreto del Ministro dell'Università e della Ricerca scientifica e tecnologica 3 novembre 1999, n. 509" e i successivi decreti attuativi;

Visto il D.M. 26 luglio 2007, n. 386 su "Definizione delle linee guida per l'istituzione e l'attivazione, da parte delle Università, dei corsi di studio (attuazione decreti ministeriali del 16 marzo 2007, di definizione delle nuove classi dei corsi di laurea e di laurea magistrale)";

Vista la Legge n. 30/12/2010, n. 240 relativa a "Norme in materia di organizzazione delle università, di personale accademico e reclutamento, nonché delega al Governo per incentivare la qualità e l'efficienza del sistema universitario";

Visto lo Statuto dell'Università degli Studi di Siena modificato ai sensi dell'art. 2, commi 2 e 5 della Legge 30 dicembre 2010, n. 240. Emanato con D.R. n. 164/2012 del 7 febbraio 2012 pubblicato in G.U. n. 49 del 28 febbraio 2012 e in particolare l'art. 12 comma 2;

Visto il Regolamento didattico di Ateneo (In attuazione della L. n. 240/2010). Emanato con D.R. n. 227 del 18 febbraio 2013, pubblicato all'albo on line di Ateneo in data 18 febbraio 2013;

Vista la bozza di Accordo di Cooperazione Accademica con la la St. John's University, New York, U.S.A. on behalf of its Peter J. Tobin College of Business

Vista la disposizione del Direttore n.54/2019;

Delibera

di esprimere, a ratifica, parere favorevole all'Accordo di Cooperazione Accademica, con la la St. John's University, New York, U.S.A. on behalf of its Peter J. Tobin College of Business.

La presente delibera, il cui testo viene letto ed approvato seduta stante, è dichiarata immediatamente esecutiva.

Per l'esecuzione: Ufficio sviluppo e gestione relazioni internazionali

Null'altro essendovi da trattare la seduta è tolta alle ore 12,50.

Il Segretario
Paolo Favilli

Il Presidente – Direttore
Prof. Roberto Di Pietra



UNIVERSITÀ
DI SIENA
1240

Dipartimento di Studi Aziendali e Giuridici

Firmato digitalmente da

PAOLO FAVILLI

C = IT
Data e ora della firma: 03/12/2019
14:38:22

Firmato digitalmente da

ROBERTO DI PIETRA

C = IT
Data e ora della firma:
03/12/2019 14:39:25

Siena, data della firma digitale



Disposizione del Direttore Dipartimento

Classificazione: III/14 N. allegati: 1

**Accordo di Cooperazione Accademica
con la St. John's University, New York, U.S.A. on behalf of its Peter J. Tobin College of Business**

IL DIRETTORE

- Vista la Legge 9 maggio 1989, n. 168, recante norme in materia di "Autonomia delle Università" e in particolare l'articolo 6;
- Vista la Legge 19 novembre 1990, n. 341 e successive modificazioni e integrazioni; Visto il D.M. 22 ottobre 2004, n. 270 sulle "Modifiche al regolamento recante norme concernenti l'autonomia didattica degli atenei, approvato con decreto del Ministro dell'Università e della Ricerca scientifica e tecnologica 3 novembre 1999, n. 509" e i successivi decreti attuativi;
- Visto il D.M. 26 luglio 2007, n. 386 su "Definizione delle linee guida per l'istituzione e l'attivazione, da parte delle Università, dei corsi di studio (attuazione decreti ministeriali del 16 marzo 2007, di definizione delle nuove classi dei corsi di laurea e di laurea magistrale)";
- Vista la Legge n. 30/12/2010, n. 240 relativa a "Norme in materia di organizzazione delle università, di personale accademico e reclutamento, nonché delega al Governo per incentivare la qualità e l'efficienza del sistema universitario";
- Visto lo Statuto dell'Università degli Studi di Siena modificato ai sensi dell'art. 2, commi 2 e 5 della Legge 30 dicembre 2010, n. 240. Emanato con D.R. n. 164/2012 del 7 febbraio 2012 pubblicato in G.U. n. 49 del 28 febbraio 2012 e in particolare l'art. 12 comma 2;
- Visto il Regolamento didattico di Ateneo (In attuazione della L. n. 240/2010). Emanato con D.R. n. 227 del 18 febbraio 2013, pubblicato all'albo on line di Ateneo in data 18 febbraio 2013;
- Vista la bozza di Accordo di Cooperazione Accademica con St. John's University, New York, U.S.A. on behalf of its Peter J. Tobin College of Business.

DISPONE

di esprimere parere favorevole all'Accordo di Cooperazione Accademica con la St. John's University di New York, U.S.A. on behalf of its Peter J. Tobin College of Business.

La presente disposizione verrà ratificata nel primo Consiglio di Dipartimento utile.

Siena, data della firma digitale

Il Direttore del Dipartimento

Firmato digitalmente da
ROBERTO DI PIETRA

Visto C = IT
Data e ora della firma: 06/11/2019 11:09:29

Il Responsabile del procedimento

Firmato digitalmente da
PAOLO FAVILLI

All:1 C = IT
Data e ora della firma: 06/11/2019 11:06:52

Transfer Articulation Agreement
Between
St. John's University, New York, U.S.A. on behalf of its
Peter J. Tobin College of Business,
And
Università degli Studi di Siena, Siena, Italy on behalf of its
Graduate School of Economics and Management

St. John's University, on behalf of its Peter J. Tobin College of Business ("St. John's"), agrees to enter into a Transfer Articulation with Advanced Standing Agreement with the Università degli Studi di Siena ("UNISI"), on behalf of its Graduate School of Economics and Management. The parties agree to the following terms regarding their collaboration:

I. Description

Students enrolled in a 2-year M.Sc. program from one of UNISI's Graduate Programs in an Economics or Business-related discipline may apply to pursue a Master of Science (MS) degree in Risk Management and Risk Analytics (RMRA), in Enterprise Risk Management (ERM), in Finance (FIN), or in Actuarial Science (AS) at St. John's, provided they have completed at least their first year of courses at UNISI, and are in good academic standing.

This agreement is in accordance with the terms below:

(a) Upon successful application to St. John's, up to 12 credits from UNISI's graduate courses will be eligible for transfer into one of the above-specified MS programs for equivalent content as determined by the faculty of the program's respective department, and provided that this content is completed only at UNISI. The remaining 18 credits of coursework towards completion of a MS degree must be completed through St. John's.

(b) Each course submitted for credit must contain equivalent content (or at least a significant degree of similar content), and no fewer hours of organized instruction for 3 credits, and each course must be completed with no less than the equivalent of a 3.3/4.0 grade point average.

(c) No more than four UNISI graduate courses may be accepted as equivalent to four courses in the MS-RMRA, MS-ERM, MS-FIN or MS-AS program, provided that the respective UNISI graduate course is endorsed positively by the academic department chair or program director

of the applicable St. John's program. Note that UNISI graduate course "107480-Structured Finance and Insurance" is accepted as equivalent to RMI660, an elective in the MS-RMRA.

(d) If a UNISI course submitted for transfer credit into one of the above-specified St. John's MS programs is not offered by the academic department of that program, the Chair of the academic department where the course has equivalency must also positively endorse the UNISI course.

Applicants from UNISI to the above-specified MS programs are exempt from taking the GMAT/GRE provided they have 1) at least a 3.5/4.0 grade point average in a minimum of one year of study in a 2-year M.Sc. program at UNISI and 2) the Program Director and/or Department Chair of the M.S. program approves the GMAT/GRE waiver. These applicants shall provide evidence of satisfactory English language proficiency according to then-prevailing St. John's requirements.

II. Degree

Upon completion of St. John's academic and graduation requirements for their enrolled program, students will receive a Master of Science in that discipline from St. John's.

III. Curriculum and Credits

It is agreed and understood that each institution has the right and responsibility to make changes to its curricula and enrollment standards to maintain academic integrity and meet accreditation standards. Such changes, if any, will be communicated to the other institution in a timely manner through the office of each Institution responsible for implementation of this agreement.

Applicants from the UNISI may transfer course credits to St. John's as specified in Section I of this agreement.

Upon admission to St. John's, UNISI students will be notified of the number of credits that will transfer into their selected St. John's MS program. St. John's will also counsel accepted UNISI students on the specific requirements necessary to satisfy their remaining academic and graduation requirements.

IV. Admission to St. John's

UNISI shall encourage and facilitate applications to the MS-RMIR, MS-ERM, MS-FIN and MS-AS programs by its eligible students. UNISI will make available to these students, or forward directly, with student's consent, to St. John's, in a timely manner, student transcripts, course content and other such information as needed for St. John's to make an informed admission decision for a UNISI applicant.

Applicants must comply with St. John's admissions requirements in effect at the time of admissions, except as specified in Section I of this agreement.

Admitted students from UNISI will have access to the same scholarships as any other St. John's student. This includes access to the program-specific Insurance Leader of the Year (ILOTY) Fellowship, other program-specific merit scholarships, and other funding available to students in the above-specified programs. All funding will be awarded via established procedures and based on then-effective criteria.

St. John's reserves the right and absolute discretion on the final admission decision for each prospective student. St. John's shall inform UNISI of its admissions decisions.

V. Oversight

Responsibility for oversight and administration of this agreement rests with the Dean of St. John's Tobin College of Business, the UNISI Rector, the coordinator of this agreement at UNISI, or their designees.

As a matter of process, as needed, the respective directors of the MS-RMRA, MS-ERM, MS-FIN and MS-AS programs, in cooperation with the St. John's graduate recruitment, will coordinate and facilitate the logistics of implementing the conditions as specified in Section I of this agreement with the respective St. John's departments.

VI. Financial Arrangements

Upon their transfer to St. John's students will be responsible for all then-prevailing St. John's tuition and fees. Students will be required to obtain and maintain international health insurance, including repatriation, and living and personal expenses. St. John's Office of International Student & Scholar Services will be available to provide guidance on these issues. Students will be responsible for consular procedures and fees to obtain U.S. student visas and travel arrangements, in addition to local transportation and other incidental expenses consistent with the practices and regulations of St. John's.

No other fees or payments are associated with this agreement and it is not intended to create nor does it create any financial obligations between or among the parties.

VII. Legal, Regulatory, and Policy Compliance

(1) The parties acknowledge and agree that:

- (a) St. John's is an "eligible institution" for the purposes U.S. federal student financial aid programs authorized by Title IV of the Higher Education Act of 1965, as amended (20 USC 1070 et seq.) (Hereinafter, "Title IV Programs").
- (b) UNISI is an "ineligible institution" for the purposes of the Title IV Programs.

- (c) This AGREEMENT is intended to constitute a “written arrangement” as such term is defined under U.S. Department of Education regulations at 34 CFR 668.5. This Agreement does not imply or extend St. John’s accreditation to UNISI.
 - (d) St. John’s University is subject to the Family Educational Rights and Privacy Act and the Higher Education Opportunity Act, as amended (the “Acts”). Both institutions hereby will comply with the provisions of the Acts in respect to any of their students, staff or researchers connected to this Agreement. For purposes of this Agreement, pursuant to FERPA, both parties are designated as school officials with a legitimate educational interest in the education records of St. John’s and UNISI students.
 - (e) Both universities will comply with the European Union’s General Data Privacy Regulation, to the extent applicable.
 - (f) Their respective systems of compliance and compensation of their respective employees or other persons who will perform any student recruitment or admission activities under this Agreement will be in compliance with Section 487(a) (20) of the Higher Education Act of 1965, as amended (20 U.S.C. § 1094(a) (20)), and the regulations promulgated thereunder by the U.S. Department of Education at 34 C.F.R. § 668.14(b) (22).
 - (g) Each party will store and process Data in accordance with industry best practices and applicable law. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. Each party will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner; each party will also have a written incident response plan, to include prompt notification to the other party in the event of a security or privacy incident, as well as best practices for responding to a breach of PII. Each party shall immediately notify the other of any breach of PII (as hereinafter defined) that affects the other party’s students (both enrolled and prospective). For purposes of this Section, “Data” shall mean all information, including without limitation all personally identifiable information (“PII”) and other non-public information.
 - (h) Each party must preapprove (in writing) all advertising and marketing materials related to this arrangement. Neither party shall describe this arrangement as a “joint”, “combined” or “dual degree” program, or indicate that this arrangement has been registered or approved as a program by New York State.
 - (i) No person shall on the grounds of race, religion, color, national or ethnic origin, age, gender, gender identity, sex (including sexual harassment), sexual orientation, marital status, citizenship status, disability, genetic predisposition or carrier status, or status in the uniformed services the United States (including veteran status), or any other category protected by applicable law be excluded from participation under the term of this Agreement.
- (2) UNISI represents and warrants that:

- (a) It presently holds, and shall continue to hold during the term of this Agreement, all authorizations required under applicable laws and regulations in Italy to operate as an institution of higher education, enroll postsecondary students and to award academic degrees as contemplated under this Agreement.
- (b) It has not previously participated as an eligible foreign institution in the Title IV Programs, and for which its eligibility was either terminated or voluntarily withdrawn.
- (c) No person or entity with substantial control over UNISI, including any officers of board members, have been debarred, suspended, proposed for debarment, declared ineligible or voluntarily withdrew from participation in any U.S. or New York State governmental assistance program.
- (d) All UNISI students subject to this Agreement shall be non-U.S. citizens and non-U.S. residents.

VII. Legal Rights and Law

Neither party shall use the names, logos or other marks of the other party without the express written consent of the owning party in each instance. If promotional materials are to be created, the parties must mutually pre-approve in writing any such material before publication.

This Agreement will, in no way, be interpreted as creating an agency or employment relationship between the institutions, or as giving rise to a joint venture or partnership between the institutions.

This Agreement is intended to solely benefit the institutions, and is not intended to create rights in any third party. Students participating pursuant to the terms of this Agreement, will not be considered third party beneficiaries of the Agreement.

All activities conducted under the Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Institution. In the case of St. John's, these are applicable federal, state, and local laws, rules, and regulations. In the case of the UNISI, these are the laws, rules, and regulations of the Italian Republic.

This Agreement shall enter into effect on the date of its signing by representatives of both parties and shall remain in effect for a period of five (5) years unless terminated earlier by either Institution. Such termination by one Institution shall be effected by giving the other Institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this Agreement shall terminate on the later of: (a) at the end of such ninety (90) days; or (b) when all students enrolled at St. John's University pursuant to this Agreement at the time such notice is given have completed their study, whichever event occurs last.

Termination shall be without penalty. If this Agreement is terminated, neither St. John's nor

the UNISI shall be liable to the other for any monetary or other losses which may result. Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind.

This Agreement shall be construed and interpreted under the laws of the State of New York, without regard to conflict of laws. Any action or proceeding arising out of this Agreement shall be commenced in the New York State Supreme Court, County of Queens, or the Federal District Court for the Eastern District of New York, as appropriate.

EXECUTED by St. John's and UNISI in duplicate copies, each of which shall be deemed an original.

For University of Siena:

For St. John's University:

Francesco Frati, Ph.D.
Rector
University of Siena

Simon Möller, Ph.D.
Provost and Vice President of
Academic Affairs
St. John's University

Date: _____

Date: _____

Maurizio Pompella, Ph.D.
EFIG MSc Dean,
School of Economics and Management
Board Member,
Coordinator of this agreement with
UNISI.

Norean R. Sharpe, Ph.D.
Dean and Joseph H. and Maria C.
Schwartz Chair, Professor of Decision
Sciences
The Peter J. Tobin College of Business
St. John's University

Date: _____

Date: _____