

# ILLINOIS TECH

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**Program Articulation Agreement  
between  
Illinois Institute of Technology  
and  
IUAV**

This Program Articulation Agreement ("Agreement") is made and entered into as of the 11th day of July 2023, by and between the Illinois Institute of Technology, located at 10 West 35<sup>th</sup> Street, Chicago, IL 60616 ("University"), and IUAV with its principal place of business at Santa Croce 191-Tolentini, 30135 Venice, Italy ("Partner Institution"). University and Partner Institution are sometimes referred to herein as a "Party" or collectively as the "Parties" or "Institutions".

I. Purpose and Goal. University and Partner Institution desire to enter into a cooperative partnership to better serve their students and public constituents, facilitate transfer, minimize duplication of instruction, and build on university learning experiences. This collaboration offers a degree completion program and a seamless transition of academic credit from the Partner Institution located within Italy to the University for the undergraduate Exchange & Visiting programs ("the Program").

II. Academic Program Requirements. Students will be subject to all University admissions requirements prior to acceptance into the Program. Acceptance into the Program is contingent upon the student meeting all program-specific University admissions requirements and conditions as outlined in Appendix A-Academic Program Requirements, attached hereto, and incorporated herein. The University, in its sole reasonable discretion, reserves the right to modify or amend academic programs and transfer equivalencies as it deems appropriate.

III. Credit Equivalency Guidelines. The Parties understand and agree to the credit transfer guidelines as set forth in Appendix B-Credit Equivalency Guidelines, attached hereto and incorporated herein.

IV. Term and Termination. This Agreement becomes effective upon its execution by both Parties and shall remain in effect for five (5) years from the date thereof. The term may be renewed only by the mutual written agreement of the Parties. This Agreement may be terminated by either Party by providing no less than sixty (60) days written notice to the other Party. Students enrolled in the Program as of the date of termination will be permitted to complete their studies to the extent permitted by law.

V. Data Privacy. The Parties will use data only for the purpose of fulfilling their duties under this Agreement

and will not share such data with or disclose it to any third party without the prior written consent of the other Party, except as required by this Agreement or as otherwise required by law. The Parties will store and process data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure each Party's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. The Parties shall comply in all respects with applicable laws and regulations relating to privacy, electronic communications, and the collection, processing, and use of personal data and any information that can be used to personally identify an individual (collectively, the "Privacy Laws"), including without limitation the applicable data protection and Privacy Laws of the Territory, the European Union General Data Protection Regulation ("GDPR"), the Personal Information Protection Law ("PIPL") of China, the U.S. Family Educational Rights and Privacy Act of 1974 (FERPA) and the Higher Education Opportunity Act, as amended. The Parties shall provide all required notifications and obtain all required consents under the Privacy Laws, and shall not collect, process, or use any personal data for any purpose except as expressly permitted under and in compliance with the Privacy Laws. If required or deemed advisable for compliance with GDPR, the Parties will enter into a separate data processing addendum to this Agreement.

VI. Confidentiality. From time to time, during the term of this Agreement, there may be an exchange or exchanges of certain technical data, curriculum information, business information and/or other information that the disclosing party deems confidential and/or proprietary and that is related to the Program. Data and information that a Party wishes to have deemed "Confidential Information" shall be treated as such provided (i) if in a tangible format, it is labeled or marked as "confidential" or "proprietary", and (ii) if not in tangible format, such as oral or visual disclosures, it is identified as Confidential Information at the time of the initial disclosure and that identification is confirmed in writing within twenty (20) days after the disclosure. Notwithstanding the foregoing, the Parties understand and agree that student data shall be deemed Confidential Information without the need to so mark. The Parties agree that Confidential Information should be kept confidential and be used only for the performance of the Program, all in accordance with the terms of this Agreement. Confidential Information shall exclude information that: (i) is or becomes public knowledge or part of the public domain, provided that it has not become public knowledge or part of the public domain due to the fault of the receiving party; (ii) is made available to the receiving party by an independent third party that is not obligated to keep the information confidential; (iii) is in the receiving party's possession at the time of receipt from the disclosing party, as evidenced by its written records; or (iv) is or was independently developed by the receiving party without reference to the information, as evidenced by its written records. The obligation to keep the Confidential Information in confidence, however, will not apply to any Confidential Information to the extent that the same is required by law, regulation, rule, act or order of any governmental authority or agency to be disclosed; provided, however, that to the extent permitted by law the Party required to so disclose shall give the other Party sufficient notice, given the circumstances, to permit the other Party, at its sole expense, to seek a protective order or other similar order with respect to such Confidential Information. Each Party shall safeguard and keep confidential the Confidential Information of the other Party using the same degree of care that it uses to protect its own confidential and proprietary information, but in no event using less than reasonable care under the circumstances.

VII. Insurance. During the term of this Agreement, each Party shall maintain in force adequate workers' compensation, commercial general liability, and other forms of insurance, with policy limits sufficient to protect and indemnify the Parties, their affiliates, agents, employees, and successors and assigns, from any losses resulting from either Party's conduct, acts, or omissions or the conduct, acts, or omissions of the Party's affiliates, agents, employees, and successors and assigns. Such policies shall include at a minimum comprehensive general liability insurance with limits not less than one million dollars (\$1,000,000) per occurrence, and three million dollars (\$3,000,000) in the aggregate. Both Parties agree to provide Certificates of Insurance upon request and immediate notice if coverage is cancelled without satisfactory replacement coverage in place.

VIII. Indemnification. Each party ("Indemnifying Party") agrees to defend, indemnify and hold harmless the other party, its affiliates, directors, officers and employees ("Indemnified Party") from and against and to reimburse it for any and all claims, obligations and damages, any and all taxes and any and all claims and liabilities directly or indirectly arising out of or in connection with any breach of this Agreement or resulting or arising out of the activities of the work undertaken by it hereunder but only in proportion to and to the extent such claims and liabilities are directly and proximately caused by or result from the negligent or intentional acts or omissions of the Indemnifying Party. For purposes of this indemnification, "**claims**" shall include all obligations, actual damages and costs reasonably incurred in defending any claim against the Indemnified Party, including, without limitation, reasonable attorneys' fees, court costs, and other litigation expenses. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

IX. Intellectual Property. "Intellectual Property" means all intellectual property, including patents, inventions (whether or not the subject of patents or patent applications), copyrights, software, technical data, records and know-how (whether or not protected as a trade secret). All Intellectual Property of either Party in existence prior to the execution of this Agreement (the "Existing Intellectual Property") shall remain the exclusive property of each. The Parties do not anticipate or intend that discoveries, inventions, improvements or new technology (collectively, "New IP") will arise in connection with this Agreement. If the Parties desire to engage in joint development in the future relating to New IP, the Parties agree to negotiate in good faith an agreement setting forth the ownership and license of any joint inventions, and other rights and obligations of the Parties relating to such joint inventions. Such agreement will be in writing and signed by each Party.

X. Miscellaneous.

- A. Governing Law. This Agreement is governed by the laws of the State of Illinois (without regard to conflicts of law principles) for any dispute between the Parties or relating in any way to the subject matter of this Agreement.
- B. Resolution of Disputes. Any dispute relating to this Agreement; the making, performance, nonperformance or termination of this Agreement; or any transaction in connection with this Agreement shall be resolved in the following manner. The Parties shall first meet in good faith and attempt to resolve the dispute on their own. If the dispute cannot be resolved by the Parties through negotiation within thirty (30) days following notice of the claim, the dispute shall be submitted to mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. Any dispute not resolved through negotiation or mediation shall be submitted to arbitration in accordance with the rules of the AAA. Any and

all mediation or arbitration shall be conducted in Chicago, Illinois. The award of such arbitration shall be final, binding and non-appealable, except to the extent provided for in the rules of the AAA. The arbitrator(s) may not amend or alter any term of this Agreement and shall apply the law as set forth herein; each Party shall bear its respective legal fees and costs. A judgment upon an award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction, or application may be made to such court for confirmation of such award or a judicial acceptance of such award, and for an order of enforcement or other legal remedy.

- C. Language. This Agreement, which is in English Language only, shall be the authoritative version of the Parties' Agreement, and any version in any other language shall be for convenience only, and shall not bind the Parties.
- D. Non-Exclusivity. Participation in this Agreement is not exclusive and shall not prevent either Party from entering into similar agreements with other institutions.
- E. Force Majeure. Neither Party shall be liable to the other Party for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control including, without limitation, acts of any governmental body, endemic, epidemic, pandemic, war, insurrection, sabotage, embargo, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, or failure of third party software.
- F. Use of Marks and Marketing. Either Party may include the name or marks of the other Party in lists of partners, provided such use is in accordance with the other Party's guidelines. Except as provided in the foregoing sentence, neither Party shall use the other Party's name or marks in any other manner without the prior express written permission of Customer.
- G. Relationship of the Parties. The Parties to this Agreement are independent contractors. Nothing in this Agreement shall be construed to place either Party in a relationship of employment, partnership, or joint venture. No Party shall have the right or power to oblige or bind any other Party in any manner.
- H. Notices. All notices hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) electronically or (iv) sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and addressed as follows:

For University: Mr. Mallik Sundharam  
Vice-President for Enrollment Management & Student Affairs  
Galvin Tower, Suite 1900  
Illinois Institute of Technology  
3500 S. State Street, Chicago, IL 60616  
Phone: +1 312 567 3171  
Email: internationalpartnerships@iit.edu

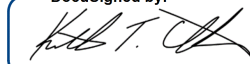
For Partner Institution: Prof. Angelo Maggi  
Vice-chancellor for international mobility  
S. Croce, 601 – campo de la lana  
30135 Venice, Italy  
Phone: +39 (0)41 2571457 or +39 (0)41 2571720  
Email: amaggi@iuav.it and international@iuav.it

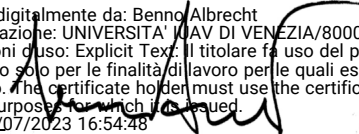
- I. Entire Agreement; Modifications; Waiver; Severability. This Agreement and the attached exhibits contain the entire understanding of the Parties relating to the subject matter hereof. No modification of this Agreement shall be valid unless in writing signed by the Party to be bound. Notwithstanding anything to the contrary contained herein, the University, in its sole reasonable discretion, reserves the right to modify or amend academic programs and transfer equivalencies as it deems appropriate. The failure of either Party to assert any right hereunder shall not constitute a waiver of that right. If any provision of this Agreement is held invalid or unenforceable for any reason, all other provisions shall remain in force.
- J. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument. Facsimiles or scanned copies of the Parties' signatures shall be as binding as originals.
- K. Non-Assignment. Neither Party may not assign or sublicense this Agreement, or any right provided hereunder without the prior written consent of the other Party.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by duly authorized officers as of the date last signed below.

**Illinois Institute of Technology**  
**Chicago, Illinois**  
Kenneth T. Christensen  
**Provost and Senior Vice**  
**President for Academic Affairs**

**Università Iuav di Venezia**  
**Venice, Italy**  
Benno Albrecht  
**Rector**

DocuSigned by:  
  
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Firmato digitalmente da: Benno Albrecht  
Organizzazione: UNIVERSITA' IUA V DI VENEZIA/80009280274  
Limitazioni d'uso: Explicit Text: Il titolare fa uso del presente certificato solo per le finalità di lavoro per le quali esso è rilasciato. The certificate holder must use the certificate only for the purposes for which it is issued.  
Data: 12/07/2023 16:54:48  


Date 7/11/2023

Date

## **Appendix A**

### **Academic Program Requirements**

#### **I. Undergraduate Exchange:**

##### General Requirements:

IUAV may send a total number of students equivalent to two (2) full time exchange students for a semester or one (1) full-time exchange student for one academic year (2 semesters) to IIT each year to study in the College of Architecture at the undergraduate level. The actual number of students may vary depending upon whether the students under the exchange program are sent for one semester or a full academic year.

IIT may send a total number of students equivalent to two (2) full time exchange students for the Spring semester to IUAV each year for undergraduate architecture studies at IUAV. The actual number of students may vary depending on the number of students sent under the exchange program for one semester.

##### Visa Category: J1 non-degree Undergraduate Exchange

Per the J1 visa requirements, undergraduate students must be enrolled in full-time status while at IIT and IIT students must be enrolled in full-time status (minimum 12 credits per academic semester) while at IUAV if they are eligible for U.S. Federal financial aid.

Each academic year, each university may send students under this Agreement, according to the specifications listed below. The final decision of acceptance is at the discretion of the receiving university.

During the term of this Agreement, the student exchanges will be balanced according to the following:

The Party that has sent the greater number of students must suspend sending Exchange Students until the balance is restored.

The Party that has sent the lesser number of students may increase the number of Exchange Students it sends by mutual agreement until the exchange balance is restored.

##### Health Insurance:

In order to assure that students have health insurance valid in the United States, all IUAV students shall be required to participate in IIT's Student Health Plan for the duration of their enrolment at IIT. The Host University will render assistance (like such rendered to the Home University's students) to the incoming students in finding appropriate housing accommodation and health insurance.

## **A. Undergraduate Non-degree Exchange students to IIT:**

Pre-selected by IUAV

Names and email addresses of the preselected students must be sent to the IIT Senior Director of International Partnerships

### Application requirements:

Completion of the nomination form by IUAV and submitted to IIT as provided in the link below, and completion of the online application <https://admissions.iit.edu/undergraduate/apply/visiting-and-exchange-program/>

Official score report of an English proficiency exam – TOEFL 80 ibt overall (not home edition) **and** a score of 20 in each sub-section or IELTS 6.5 overall (not home edition) **and** a score of 6.0 in each sub-section or Duolingo 110

One letter of recommendation

An essay

Transcripts certified in the native language and in English of three years of courses completed at IUAV at the undergraduate level

The completed financial affidavit of support form

A list of courses that they would like to take at IIT

And,

A digital portfolio (8.5 x 11 inches) of a summary of each year's work, arranged by course and labeled with the course number and course title

Documents should be uploaded and/or mailed/emailed to the address as directed on the website.

All IUAV students pre-selected to study at Illinois Tech at the undergraduate level should have a minimum of three years of studies in courses related to the field of study the student intends to pursue at IIT.

Application deadlines: Fall – April 15: Spring – October 15

### Tuition cost:

Students who qualify for admission to IIT will be waived the tuition cost (cost for courses). This does not include English language courses should the student not achieve the required English proficiency score at the time of admission

Admitted IUAV students will be responsible for all other fees not covered by a tuition waiver at IIT for the semester or for the year including Mandatory and other fees (student card printing fee, enrollment process fee, transcript transmission fee...) living expenses in on-campus housing and other personal expenses.

The students will be responsible for covering the travel costs to the host country and living costs during the stay, including accommodation, books, equipment, consumables, health insurance, student union fee, orientation fee and other expenses arising out of the exchange.

For IUAV students to IIT, they may order and pay for their official transcripts to be mailed to the appropriate office at IUAV for transfer credit evaluation.

#### **B. Undergraduate Non-degree Exchange students to IUAV:**

The nomination of students will be made by the Committee on Study Abroad at IIT

IIT students must enroll in full-time status per IIT's full-time status requirements. At IUAV, IIT students must complete a minimum of 24 ECTS credits (24 ECTS credits = 12 US credits) per semester in order to avail of federal financial aid where applicable

The coursework at IUAV will be comparable to what IIT students would otherwise take at IIT

Coursework will be offered in English

Application deadlines: Fall – June 30: Spring – October 30.

#### Application Requirements:

Nominated students must have completed three years of architecture studies prior to the start of the exchange studies at IUAV.

#### Application process:

The application process for exchange studies is listed here:

<https://www.iuav.it/studenti/MOBILITY/INCOMING-S/how-to-app/>

#### Tuition cost:

Students who qualify for admission will be waived the tuition cost but will be responsible for covering the travel costs to the host country and living costs during the stay, including accommodation, books, equipment, consumables, health insurance, student union fee, orientation fee and other expenses arising out of the exchange.

IIT, as a home institution, accepts responsibility for the determination and disbursement of any, and all U.S. financial aid funds to its students. Should a student receive funds from an outside source to help with his/her expenses, it is the student's responsibility to inform the Financial Aid office at IIT.

At the start of each term, the IIT students can download a verified Certificate of Attendance from IUAV's system for student records. This certificate verifies the enrollment of the IIT student attending exchange studies at IUAV, including the designation of full- or part-time status and number of courses for which the student has enrolled. At the end of the academic term, the IIT student can download a verified Transcript of Records from IUAV's system for student records. This certificate will verify officially in writing the student's grades. Upon request, IUAV can send this certificate to IIT's Study Away coordinator.

Upon receipt of the official grade transcript, IIT will award appropriate transfer credits for courses taken abroad.



When requested by IIT and prior to the start of the academic term IUAV will provide the IIT Study Away coordinator with information to allow for an accurate calculation of the then-current cost of (including program/ registration fees and living expenses) for each IIT student attending IUAV. Pertinent information is provided in the link: <https://www.iuav.it/INTERNATIO/APPLICATIO/Get-Ready-/fees-and-f/index.htm>

It is understood by both parties that academic credits earned through the study away program must be acceptable to IIT in order for the student to receive federal (United States government) student aid funds.

### **C. Undergraduate Non-degree Visiting students to IIT**

Pre-selected by IUAV

Names and email addresses of preselected students must be sent to the IIT Senior Director of International Partnerships

#### Application requirements:

Completion of the online application as provided in the link below:

<https://admissions.iit.edu/undergraduate/apply/visiting-and-exchange-program/>

Official score report of an English proficiency exam – TOEFL 80 overall (not home edition) **and** a score of 20 for each sub-section or IELTS 6.5 overall (not home edition) **and** a score of 6.0 in each sub-section or Duolingo 110

One letter of recommendation

An essay

Transcripts certified in the native language and in English of three years of completion at IUAV

The completed financial affidavit of support form

A list of courses that they would like to take at IIT

And,

A digital portfolio (8.5 x 11 inches) of a summary of each year's work, arranged by course and labeled with the course number and course title

Documents should be uploaded and/or mailed/emailed to the address as directed on the website.

All IUAV students pre-selected to study at Illinois Tech at the undergraduate level should have a minimum of three years of studies in courses related to the field of study the student intends to pursue at IIT.

Application deadlines: Fall – April 15: Spring – October 15:

#### Scholarship:

Non-degree visiting students who qualify for admission to IIT will be eligible for a partial merit scholarship of 10K (Ten thousand US dollars) for one semester or 20K (Twenty thousand US dollars) for two consecutive academic semesters (Fall-Spring or Spring-Fall).

Visiting students to IIT will be responsible for travel costs to the host country, Mandatory and other fees (student card printing fee, enrolment process fee, health insurance, transcript transmission fee...)

Including accommodation books, equipment, consumables, student union fee, orientation fee and other expenses arising out of the exchange.

Students who choose to live in one of IIT's residence halls (on-campus housing), may be eligible for a partial room only scholarship of \$2,500 (Two thousand five hundred US dollars) for the semester or \$5,000 (Five thousand US dollars) for the year.

All scholarship awards at IIT are subject to yearly review

## Appendix B

### Credit and grading scale Equivalency Guidelines

IIT	IUAV
IIT grades are on a 4.0 scale: 4.0 = Excellent 3.0 = Good 2.0 = Satisfactory Below 2.0 = Fail	The grades for subject exams are measured in thirtieths (0-30 scale), the minimum passing grade is 18/30 and the maximum grade is 30/30. The maximum grade can be enhanced with “cum laude” ( <i>30 e lode</i> ).
The College of Architecture reserves the right NOT to accept a passing grade based on review of the student's portfolio, for studio, and course work/syllabi/assignments/etc. for non-studio courses and makes the final decision in the award of grades	University study courses are structured in credits. A university credit (CFU) is usually equivalent to 25 hours of study by a student, including individual study in the total. The average quantity of academic work performed by a full-time student in one year is by convention measured as 60 CFUs. The CFU system is equivalent to the ECTS system. <a href="https://www.cimea.it/EN/pagina-sistema-di-crediti">https://www.cimea.it/EN/pagina-sistema-di-crediti</a>

IUAV weblinks related to courses offered in English

<https://www.iuav.it/Didattica1/lauree/MAGISTRALI/MASTER-DEG/>

<https://www.iuav.it/Didattica1/lauree/MAGISTRALI/URBANISTIC/curriculum/index.htm>