

## MEMORANDUM OF AGREEMENT – DUAL AWARD MASTERS PROGRAMME

**University of Nottingham Campuses included in agreement:** Nottingham

This **AGREEMENT** is made on the [DD Month YYYY]:  
between

**THE UNIVERSITY OF NOTTINGHAM**, a university established and existing under the laws of the United Kingdom, and having its principal place of business at University Park, Nottingham, NG7 2RD, United Kingdom (hereinafter referred to as “Nottingham”)

and

**UNIVERSITÀ DEGLI STUDI DI PALERMO** established and existing under the laws of Italy, and having its principal office at Piazza Marina, 61, 90133, Italy, hereinafter referred to as “Palermo”;

Each a “party” and together the “parties”

### 1. SCOPE OF THE AGREEMENT

- 1.1 Nottingham and Palermo have agreed to collaborate in the provision of degree-level programmes leading to Nottingham and Palermo awards. This will be between the School of Sociology and Social Policy at Nottingham and the Department of Law at Palermo.
- 1.2 This non-exclusive agreement is specifically limited to the programmes detailed in Table One below. Anything further will be subject to a separate agreement.
- 1.3 This is first generation of this agreement.
- 1.4 The definitions in Annex 2 shall apply.

### 2. DETAILS OF THE PROGRAMME

- 2.1 Eligible students under this agreement, who successfully complete Palermo’s and Nottingham’s courses by following the prescribed route(s) explained in Table One (hereinafter referred to as “programme(s)”), shall be eligible to have conferred upon them the dual degree awarded separately by Palermo and Nottingham as set in Table One, in line with usual procedures for issuing dual awards.
- 2.2 Eligible students under this agreement undertake the dual programmes as specified in Table One, below.
- 2.3 In the first year, the students of Palermo must pass the exams of the Master in Migration, Rights, and Integration. In the second year, they must pass the exams of the master in Nottingham, International Social Policy, including 120 credits of courses and 60 credits of dissertation, according to the English system of evaluation of credits for a total of two years.
- 2.4 In the first year, the students of Nottingham should pass the exams of the Master in International Social Policy, before continuing to the second year in Palermo. At Palermo,

they should pass the exams for 63 credits of the courses listed in Annexe 3, according to the European Union system of evaluation of credits for a total of two years.

- 2.5 The dual award programme is between the Master in Migration, Rights and Integration of the University of Palermo and the Master of International Social Policy of the University of Nottingham.

	Palermo course title & award	Nottingham course title & award	Mode	Duration (of dual route)	Description, including mobility pattern, dissertation and award arrangements
1	Migration, Rights, and integration	MA International Social Policy	Full-time	2 years	<p>1<sup>st</sup> year completing full Palermo's course, before continuing onto Nottingham's course in year 2.</p> <p>Palermo course finishes with Palermo dissertation.</p> <p>In year 2 student continues to be registered with Palermo but is studying away from Palermo, completing taught elements of Nottingham's course.</p> <p>Palermo will accept Nottingham taught credits towards their course.</p> <p>Dual Awards given to students at the end, subject to completing all elements of the dual route for both Partners.</p>
2	Migration, Rights, and integration	MA International Social Policy	Full-time	2 years	<p>1st year completing full Nottingham's course, before continuing onto Palermo's course in year 2.</p> <p>Nottingham course finishes with Nottingham dissertation.</p> <p>Palermo will accept Nottingham taught credits towards their course.</p> <p>In year 2 student continues to be registered with Nottingham but is studying away from Nottingham, completing taught elements of Partner course.</p> <p>Dual Awards given to students</p>

				at the end, subject to completing all elements of the dual route for both Partners.
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*Table One*

- 2.6 Programme will be delivered and assessed in English.
- 2.7 This agreement covers student entry to the programme(s) from 2022 to 2025. Entry points are: September.

### **3. MANAGEMENT OF PROGRAMME**

- 3.1 Management of the Palermo courses as listed in Table One shall remain the responsibility of Palermo. Management of Nottingham courses as listed in Table One remain the responsibility of Nottingham.
- 3.2 Contact details for the key personnel at each party are set out at Annex 1. Any change in key personnel must be notified as soon as practicable to the other party.
- 3.3 The responsibilities of the Nottingham and Palermo key personnel in Annex 1 will be as follows:
- ensuring that all necessary colleagues within Departments, Schools or Faculties are kept informed about matters relating to the programme(s);
  - acting as a channel of communication between the relevant colleagues at Nottingham and Palermo;
  - notifying each other of any academic or administrative changes to the programme(s) as soon as practicable or as may be specified in writing by either party;
  - ensuring that information about programme(s) and assessments are communicated as soon as practicable or as may be specified in writing by either party;
  - undertaking periodic monitoring and review of the programme(s) by means of email, video conference or face to face meetings.
- 3.4 At least one member of staff from Nottingham will usually visit Palermo every two years, and at least one member of staff from Palermo will usually visit Nottingham every two years. Both parties agree to prepare and keep a written report of such visits and make this available to each other on request for monitoring and audit purposes. Other communication will generally be by email or video conference as appropriate.

### **4. RECRUITMENT, ADMISSION AND VISA**

- 4.1 The target student numbers are five (5) incoming and five (5) outgoing per annum. If there is any reason to amend these targets Nottingham and Palermo will ensure that discussions take place between the key personnel as soon as practicable and in any event, prior to the date on which the students are due to commence the programme(s).
- 4.2 The target market are undergraduate students at both Nottingham and Palermo, but does not exclude other applicants. Nottingham students on the standard MA ISR programme will be able to transfer to the dual award programme, subject to standard approval processes within the School at Nottingham.
- 4.3 In relation to recruitment activities to dual programme(s), parties in consultation with each other shall:
- inform students of current entry requirements to both parties;

- b) provide students with advice and guidance on the application procedures;
  - c) oversee and co-ordinate student applications in the requisite format and shall inform each other of any candidates, prior to the date on which the students are due to commence the programme(s).
- 4.4 Parties reserve the right to undertake independent marketing and recruitment activities to the dual courses.
- 4.5 Partners will consider applications from potential students identified and referred by the other party, but neither party will have authority to offer places to students on dual programme, without prior consultation.
- 4.6 Student must apply to both parties. To Palermo via [https://immaweb.unipa.it/immareg/facelets/anag/ins\\_anag\\_generale.seam?cid=1040](https://immaweb.unipa.it/immareg/facelets/anag/ins_anag_generale.seam?cid=1040) and to Nottingham via OAA (<https://mynottingham.nottingham.ac.uk>). Decisions on student's suitability to dual programme will be made jointly by both parties.
- 4.7 Application deadlines are set at June annually. Parties reserve the right to decide whether to accept any application(s) received after the application deadline.
- 4.8 Admissions standards and eligibility shall be in accordance with standard Palermo admissions policies at Palermo point of entry, and standard Nottingham admissions policies at Nottingham point of entry. At the time of this agreement, students must satisfy the following entry requirements to enter Nottingham:
- a) Standard academic entry requirements:  
<https://www.nottingham.ac.uk/pgstudy/course/taught/international-social-policy-ma>
  - b) IELTS with an overall score of 6.5 and no less than 6.0 in any element (or recognised Nottingham equivalent) within two years prior to registration on the programme;
- 4.9 Both parties reserve the right to change entry requirements. Nottingham may also be required to change the English language requirements as a result of changes made by the Home Office to the requirements applicable to international students coming to the UK for the degree level study.
- 4.10 Nottingham and Palermo will issue visa documentation to students who are accepted for dual degree in accordance with its normal procedures, for the relevant periods of study as outlined in Table One. Neither party accepts liability to the other party or any student who is unable to commence the dual programme due to a failure to obtain the necessary visa or for their failure to comply with their visa requirements.
- 4.11 Nottingham guarantees to offer University arranged accommodation, at standard cost, to each student under this agreement, for the duration of the Nottingham course, provided that a student admitted to this agreement applies for such accommodation by deadlines which can be found here: <https://www.nottingham.ac.uk/accommodation/index.aspx>

## **5. RULES AND REGULATIONS**

- 5.1 Students shall be subject to the rules and regulations of the party where they are registered, as per route outlined in Table One. Regulations have been checked for consistency and it is not expected that there will be any conflicts. Should any conflict occur, both parties will negotiate the appropriate outcome to ensure that both sets of regulations are met. Parties reserve the right to amend their regulations from time to time and will inform each other of any significant, pertinent amendments.

- 5.2 Details on regulations for taught degree programmes can be found in:
- a) the Quality Manual for Nottingham:  
<https://www.nottingham.ac.uk/qualitymanual/academic-regulations/pgt-study-regs.aspx>
  - b) the Quality Manual for Palermo  
<https://www.unipa.it/ateneo/assicurazione-della-qualita-aq/>  
and detailed programme(s) requirements are laid out in the programme specification for Nottingham and Palermo.
- 5.3 Complaints and appeals by students on the dual programme, depending on their nature, shall be dealt with by the relevant party in accordance with its complaints and appeals policy and procedure, with the parties working together to resolve the matter. Complaints linked to Nottingham will be dealt with under the Nottingham Student Complaints Policy:  
<https://www.nottingham.ac.uk/qualitymanual/concerns-complaints-and-appeals/index.aspx> while those linked to the Partner will be dealt with under the Public Relations Office:  
<https://www.unipa.it/target/studenti-iscritti/opportunita-e-servizi/ufficio-relazioni-con-il-pubblico/>. Both parties shall ensure that all policies are available to students respectively.
- 5.4 Students who have submitted a complaint or appeal to one of the parties will be expected to complete the procedure of that party and will not be permitted to pursue the same complaint or appeal at the other party. Each party shall on the request of the other, make available relevant information and documents relating to the outcome of a student's appeal or complaint dealt with under that party's procedures. Such information and documents is required by Nottingham in order that it can comply with the requirements of the Office of the Independent Adjudicator (OIA) in the UK.
- 5.5 Students shall be subject to the Nottingham Academic Misconduct Policy:  
<https://www.nottingham.ac.uk/qualitymanual/assessment-awards-and-deg-classification/pol-academic-misconduct.aspx> and to the Palermo Academic Offences Policy and Procedure:  
<https://www.unipa.it/amministrazione/direzione generale/prevenzionedellacorruzione/u.o .normativaeregolamentidiateneoepriacy/.content/documenti/regolamenti per aree tematiche di interesse/regolamenti attivita didattiche e studenti/Regolamento-per-lapplicazione-di-sanzioni-disciplinari-agli-studenti.pdf>.
- 5.6 Nottingham and Palermo shall ensure that all members of staff involved in the delivery of or support for the programme(s) are fully aware of Nottingham and Palermo definitions of what constitutes academic misconduct and the policies and procedures for Academic Misconduct and Academic Appeals.
- 5.7 Nottingham and Palermo shall ensure that information is made available to students prior to their acceptance of an offer on the relevant programmes about which rules and regulations apply to them during their period of study.
- 6. REGISTRATION OF STUDENTS AND MAINTENANCE OF STUDENT RECORDS**
- 6.1 Nottingham and Palermo will be responsible for maintaining student records for dual programme(s) in accordance with their standard procedures for taught students at each party.

- 6.2 Students enrolled on dual programme(s) will be registered students of Palermo and Nottingham throughout the programme. Students on the programme(s) will have available to them the facilities and resources available to standard taught students during the periods of registration with the respective party.

## **7. LEARNING ENVIRONMENT AND INFRASTRUCTURE**

- 7.1 As at the date of this agreement, Nottingham and Palermo agree that the learning experience at Palermo is comparable to that at Nottingham. Nottingham requires that the Palermo continues to ensure that the student is offered this comparable learning experience at Palermo.
- 7.2 Both Nottingham and Palermo confirm that they will ensure that disabled students are able to participate in all aspects of the academic and social life of the relevant party.
- 7.3 All staff engaged in the delivery or support of the relevant dual programme(s) shall be properly qualified for their role. Nottingham and Palermo shall ensure that adequate systems are in place for staff recruitment and staff development.
- 7.4 Nottingham and Palermo shall continually monitor the comparable learning experience for the students throughout the term of this agreement and shall discuss any short falls as necessary. Any party may require the other to update their learning infrastructure during the lifetime of this agreement.

## **8. PROGRESSION AND ASSESSMENT**

- 8.1 Progression, assessment, reassessment and awards will be in accordance with the policies and regulations of the party where the student is studying, in line with the pattern outlined in Table One.
- 8.2 Results are to be ratified by an examination board in accordance with the policies and procedures at the relevant party.
- 8.3 Academic advice and feedback will be provided in line with standard practices at each party while students are studying there.

## **9. QUALITY ASSURANCE**

- 9.1 The dual arrangement described in this agreement will be subject to standard quality assurance policies and procedures as laid out:
- for Nottingham, in the Quality Manual:  
<https://www.nottingham.ac.uk/qualitymanual/quality-manual.aspx> ;
  - for Palermo:  
<https://www.unipa.it/ateneo/assicurazione-della-qualita-aq/>
- Parties reserve the right to amend these policies and procedures. Parties will be informed of any significant, pertinent amendments. To inform these processes, Nottingham requires Palermo to provide on request appropriate information about the conduct of the relevant programme(s) including staff, student and learning provision matters.
- 9.2 Nottingham has reviewed the content and standards of the Palermo course(s) in order to recognize the award as dual. Palermo will notify Nottingham of any changes to the Palermo course(s), which may affect the suitability of dual arrangement.



- 9.3 As the degree-awarding bodies, both Nottingham and Palermo have responsibilities for ensuring the quality of education leading to an award made by each respective parties.
- 9.4 Nottingham will carry out annual monitoring of the dual programme(s) and a renewal review of the dual programme(s) during the 12 months prior to the expiry of this agreement, in line with its quality assurance procedures.
- 9.5 Palermo will at its own expense co-operate with Nottingham in any review process and will comply with any requirements imposed by Nottingham as a result of the review and vice versa.
- 9.6 If at any time Nottingham or Palermo believes that the quality of a dual programme(s) is in question, they may carry out a formal review in accordance with their quality assurance procedures.

## **10. GRADUATION, CERTIFICATION AND TRANSCRIPTS**

- 10.1 Upon successful completion of all the requirements established in this dual programme(s), students will receive a separate award from Nottingham and a separate award from Palermo, as specified in Table One, both at the end of student's year 2.
- 10.2 The awarding parties shall have sole responsibility for awarding their separate certificates and diploma supplements/transcripts and for arranging their graduation ceremonies, in relation to the dual programme(s).
- 10.3 Diploma supplement will state that the award is dual with the other party, in line with standard regulations of each party.
- 10.4 Students will be sent information regarding graduation during their final year of study in line with standard procedures for graduation at both parties and will graduate at both.
- 10.6 If student's are not able to achieve the MA International Social Policy at Nottingham they may be eligible for the PG Diploma International Social Policy. There is no comparable fall back award available at Palermo.

## **11. PUBLICITY**

- 11.1 Palermo and Nottingham shall be responsible for the marketing and promotion of the dual arrangements in line with the institutional marketing and brand guidelines, as outlined in Table One. .
- 11.2 Each party shall approve copies of any publicity and promotional material produced by the other party in relation to the dual programmes. Neither party will use the name or logo of the other in any form of publicity without the written permission of the other.

## **12. FINANCIAL ARRANGEMENTS**

- 12.1 There shall be no financial arrangement between Palermo and Nottingham in relation to this agreement. Nottingham and Palermo shall bear their own general administrative costs in relation to the management of the dual programme(s).
- 12.2 For the year of Palermo, Palermo students will pay tuition fees to Palermo only. For the year at Palermo, Nottingham students will pay tuition fees to Palermo only. For the year

at Nottingham, Nottingham and Palermo students will pay tuition fees to Nottingham only, not to Palermo.

- 12.3 Fees for all courses at Nottingham are updated annually and can be found at <http://www.nottingham.ac.uk/fees>. For Nottingham students fees for courses at Palermo will be 2444 euros. Nottingham is responsible for setting the tuition fees for their courses, and Palermo is responsible for setting tuition fees for their courses. Nottingham and Palermo each reserve their right to increase its tuition fees in future academic years.
- 12.4 Each party shall check with the other all fee information prior to advertising any opportunities and ensure that the correct information is included in any publicity advertising.

### **13. REGULATORY REQUIREMENTS**

- 13.1 Parties shall ensure that they comply with all local legislation and/or other regulatory requirements relevant to this agreement, and in particular that all necessary or advisable governmental, regulatory or other approvals or consents (whether required at the time this agreement was entered into or from a later date) are secured and maintained for the duration of this agreement.
- 13.2 Parties shall promptly notify each other if there is any change in local legislation or other regulatory requirements relevant to this agreement.
- 13.3 The parties will comply with any requirements or guidance relevant to this agreement issued by the Office for Student's for England, the Quality Assurance Agency or any other replacement or relevant UK regulatory body.
- 13.4 Parties shall co-operate with any audit or monitoring visit carried out by any relevant UK regulatory body and shall provide such body with any information it reasonably requests as part of such audit or monitoring visit.

### **14. INTELLECTUAL PROPERTY RIGHTS (IPR)**

- 14.1 The parties agree that any copyright or other IPR for the programme(s) created by either of the parties shall be vested in and be owned by the party responsible for creating and/or developing the relevant materials, unless otherwise agreed in writing between the parties. If any materials are developed jointly by the parties any copyright or other Intellectual Property Rights in those materials shall be vested in and owned by the parties jointly unless otherwise agreed in writing.
- 14.2 Any materials originating from either party shall be used by the other party solely for the purposes of performing the other party's obligations and exercising their rights under this agreement.
- 14.3 Each party shall promptly and fully notify the other of any actual, threatened or suspected infringement of any of its Intellectual Property Rights which comes to a party's notice and both parties shall do all such things as may be reasonably required to assist in taking or resisting any proceedings in relation to any such infringement.

### **15. LAW AND JURISDICTION**



- 15.1 This agreement shall be subject to the laws of England.
- 15.2 The parties irrevocably agree that proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation instituted against Palermo by the University shall be brought in the courts of Italy and any such proceedings against the University by Palermo shall be brought in the courts of England and Wales. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced.

## **16. LIABILITY AND INDEMNIFICATION**

- 16.1 Each party shall be liable for any loss, damage or injury to the other party relating from the negligence or wilful misconduct of the first party, and each party agrees to indemnify, defend and hold harmless the other party against any cost, claim or damage resulting from such negligence or wilful misconduct.
- 16.2 Each party agrees to maintain appropriate insurance to cover its liabilities under this agreement and to provide evidence of such insurance and the premiums paid when requested to do so by the other party.

## **17. FREEDOM OF INFORMATION**

- 17.1 The parties acknowledge that Nottingham is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and that Palermo may be subject to similar legislation in Italy. Each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable both parties to comply with the information disclosure requirements imposed on them.
- 17.2 Where Nottingham receives a request for information under the FOIA and/or the EIR which relates in any way to this Agreement it shall notify Palermo within five working days of receipt of such request for information.
- 17.3 Where Nottingham receives a request for information in relation to information which it has received from Palermo, Nottingham shall use all reasonable endeavours to notify Palermo within two working days of receipt of the request for information.
- 17.4 Palermo acknowledges and agrees that Nottingham shall be responsible for determining at its absolute discretion whether the information of Palermo held by it, or on its behalf, is to be disclosed or is exempt from disclosure under the FOIA and/or the EIR.

## **18. DATA PROTECTION**

- 18.1 The parties acknowledge that Nottingham is subject to the requirements of the General Data Protection Regulation 2016/679 ("GDPR"), details of which are given at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/key-definitions/>, and that Palermo may be subject to similar legislation in Italy. Each party shall assist and co-operate with the other party (on request and at each party's own expense) to enable both parties to comply with the data protection requirements imposed on them.

- 18.2 Each party shall process personal data (as defined in the GDPR) as is necessary to comply with its obligations under this agreement. Where personal data relating to students is required to be shared between the parties, the parties shall process this in accordance with the terms of the GDPR. In particular, the parties:
- Shall ensure that appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against loss or destruction of personal data;
  - Shall adopt and maintain a written security policy in relation to personal data processed by them and shall ensure that all of their employees are aware of and abide by its provisions.

## **19. CONFIDENTIALITY**

- 19.1 Subject to clause 19.2 each party shall keep confidential all matters relating to this agreement and any information that it may acquire in relation to the other party's organisation and/or finances.
- 19.2 Clause 19.1 shall not apply to any disclosure of information that is required by law or by any relevant regulatory body; that is reasonably required by persons engaged by a party in the performance of its obligations under this agreement; where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 19.1; which is already lawfully in the possession of the receiving party prior to its disclosure by the disclosing party; or in respect of which the disclosing party has given its prior written consent to disclosure.

## **20. ANTI-BRIBERY**

- 20.1 Each party shall conform to all applicable laws, statutes, regulations and code related to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Neither party will engage in any activity or conduct which would constitute an offence under the Bribery Act 2010. Each party will promptly inform the other of any request or demand for any undue financial or other advantage of any kind received by them in connection with the performance of this agreement.
- 20.2 Palermo shall comply with Nottingham's Anti-Bribery Policy as notified to Palermo from time to time, and shall not do or omit to do any act that would cause or lead Nottingham to be in breach of that Policy.

## **21. PREVENT**

- 21.1 Palermo acknowledges that Nottingham is subject to the Counter Terrorism and Security Act 2015 ("Prevent Duty") which requires it to act to deal with any threat of terrorism within the UK, treat security with the utmost importance and recognise the need to tackle terrorism and, where possible, to prevent individuals including students from being drawn into terrorism.
- 21.2 Where Nottingham has any concerns about a student on a programme or becomes aware of any other matters which require it to take action in accordance with the Prevent Duty, it shall notify Palermo, and Palermo shall at the request of Nottingham provide Nottingham with a copy of all relevant information which is available to it in the form that Nottingham requires and shall provide all necessary assistance requested by Nottingham to report and/or take such action.

21.3 Nottingham shall be responsible for determining in its absolute discretion what action it needs to take and Palermo acknowledges that Nottingham may be obliged under the Prevent Duty to disclose such information following consultation with Palermo and having taken its views into account.

21.4 Without prejudice to clause 21.3 Nottingham shall use its reasonable endeavours to consult with, and take into account the views of, Palermo.

## **22. MODERN SLAVERY**

22.1 Palermo acknowledges that Nottingham is subject to the Modern Slavery Act 2015 which requires Nottingham to act ethically and with integrity in all of its business dealings and relationships and to implement and enforce effective systems and controls to ensure that modern slavery is not taking place anywhere in its business or in any of its supply chains.

22.2 In performing its obligations under this agreement, Palermo shall ensure that it complies with Nottingham's Anti-Slavery Policy, and shall where requested, co-operate with Nottingham to ensure that slavery and human trafficking is not taking place in any of the Palermo's supply chains or in any part of its business.

## **23. FORCE MAJEURE**

23.1 Neither party shall be responsible to the other party for any delay in performance or non-performance due to Force Majeure, but the affected party shall promptly upon occurrence of any such cause inform the other party, stating that such cause has delayed or prevented its performance hereunder, and thereafter such party shall take all action within its power to comply with the terms of this agreement as fully and promptly as possible. If the Force Majeure in question prevails for a continuous period in excess of one month, the parties shall enter into discussions with a view to alleviating its effects or to agree reasonable alternative arrangements.

23.2 "Force Majeure" means any event outside the reasonable control of either party affecting its ability to perform any of its obligations (other than payment) under this agreement.

## **24. EQUAL OPPORTUNITIES**

24.1 Both parties acknowledge and accept that Nottingham is subject to the Equality Act 2010 and that Palermo may be subject to relevant legislation in Italy relating to equality.

24.2 Each party agrees that it shall not discriminate against any applicant, student or other person connected to this agreement on the basis of race, ethnicity, colour, religion, sex, sexual orientation, marital or parental status, national origin, age or disability.

## **25. NO AGENCY**

25.1 Nothing in this agreement creates, implies or evidences any Partnership or joint venture between the parties or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or to incur any liability, on behalf of the other.

## **26. AMENDMENTS**

26.1 No variation or amendment of this agreement will be effective unless it is made in writing and signed by each party's representative.

## **27. THIRD PARTIES**

27.1 No one except a party to this agreement has any right to prevent the amendment of this agreement or its termination, and no one except a party to this agreement may enforce any benefit conferred by this agreement, unless this agreement expressly provides otherwise.

## **28. INSTITUTIONAL OWNERSHIP**

28.1 Each party agrees to inform the other of any change in its legal status or ownership or any other change in its operation which could impact on the operation of this agreement.

## **29. ENTIRE AGREEMENT**

29.1 This agreement including the Annexes attached hereto shall constitute the entire agreement between the parties in relation to its subject matter and supersedes all prior agreements, understandings, discussions and representations made between the parties except for fraudulent misrepresentations.

29.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

## **30. NO ASSIGNMENT OR SUB-CONTRACTING**

30.1 Neither party shall assign or transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

30.2 Neither party may sub-contract, franchise, enter into a serial arrangement or otherwise allow a third party to perform any of its obligations under this agreement without the prior written consent of the other party.

## **31. NOTICES**

31.1 Any notice in connection with this agreement shall be in writing (but not by email) and addressed to the recipient at the address set out at the beginning of this agreement (or such other address as may be notified in writing from time to time). The notice shall be deemed to have been duly served: if delivered by hand, when left at the proper address for service; if sent by courier or recorded delivery, on the date of receipt; or if sent by post, two business days after postage (14 days in the case of airmail). The address for the parties are stated at the beginning of this agreement (or such other address as may be notified in writing from time to time).

## **32. GENERAL**

32.1 The provisions of this agreement are severable and distinct from one another, and if at any time any clause or part of this agreement becomes invalid, illegal or unenforceable,

the validity, legality or enforceability of the other provisions shall not in any way be affected or impaired.

- 32.2 No failure or delay by either party to exercise any right, power or remedy under this agreement will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.
- 32.3 References to any statutory or other legislative provision in this agreement are references to that legislation as it applies in England, and shall be interpreted to include any subsequent amendments to that legislation or any secondary legislation made under it.
- 32.4 The English language version of this agreement shall be regarded as the authoritative version notwithstanding that it may be translated into another language.

### **33. DISPUTE RESOLUTION**

- 33.1 Each party shall make every effort to resolve amicably, by direct informal negotiation and consultation, any dispute arising between them in connection with this agreement. In the first instance each of the parties shall arrange for a senior representative to meet solely in order to resolve the matter in dispute. If the matter in dispute is not resolved the parties shall arrange for the Vice-Chancellor of Nottingham and the Prorettore all'internazionalizzazione of Palermo to meet in order to resolve the dispute. If these meetings fail to reach a resolution then the parties shall attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure or any other mediation procedure that the parties may agree.
- 33.2 Both parties agree not to divulge the details of any dispute to a third party (other than legal representatives).
- 33.3 Both parties agree to co-operate in dealing with or defending with any claim by a student, employee or third party arising out of the operation of this agreement, including any complaint to the Office of the Independent Adjudicator (OIA).

### **34. DURATION OF THE AGREEMENT AND TERMINATION**

- 34.1 This agreement shall commence on the last date signed below and shall continue for a period of three (3) years, unless terminated before that time in accordance with this clause 34.
- 34.2 This agreement may be renewed for a further period subject to a satisfactory renewal review in accordance with clause 9.4 above. Either party may terminate this Agreement by giving at least one year's written notice to the other party.
- 34.3 Either party may by notice to the other party terminate this agreement forthwith if the other:
- Is in material breach (which may consist of a series of minor breaches) of any of the terms of this agreement and, where the breach is capable of remedy, fails to remedy such breach within two months of service of a notice from the party not in breach specifying the breach and requiring it to be remedied;
  - Has a receiver, manager, administrator or administrative receiver appointed over its assets, undertaking or income, or has passed a resolution for, or an order is made for,

its winding up, or the equivalent of any of the above occurs in the jurisdiction to which that party is subject;

- c) Is subject to a change of control, such as a merger or take-over;
- d) Acts in a way deemed by the other party to bring, or be likely to bring, the other party into disrepute or to damage its reputation.

34.4 Either party may terminate this agreement forthwith by notice to the other if, in that party's reasonable opinion, the academic standards of the other party's awards or the learning opportunities provided to students are at serious risk, or if either party fails to comply with any requirements imposed by the other as a result of a review carried out in accordance with section 9.4, 9.5 or 9.6.

34.5 Where this agreement terminates for any reason or where notice to terminate this agreement has been given in accordance with this clause 36, the parties shall:

- a) Cease to promote or market the programme(s) and shall not register any new students;
- b) Use their reasonable endeavours to ensure that each student registered on the programme is allowed to complete it, and the parties shall co-operate with the intention of facilitating this ("Teach Out Period").

34.6 The Teach Out Period shall continue until all students have completed their Programme or have ceased to be registered as students.

34.7 At the conclusion of the Teach Out Period:

- a) Each party shall cease using the other's name and/or logo;
- b) Each party shall ensure that any documents or materials belonging to the other party are returned or securely destroyed;
- c) The relationship of the parties shall cease, save that the clauses of this agreement which expressly or implicitly have effect after termination will continue to be enforceable notwithstanding termination.





Agreed on behalf of Università degli studi di Palermo

Date (DD/MM/YY)

SIGNED

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Professor Fabrizio Micari  
Rettore v

Agreed on behalf of The University of Nottingham

Date (13/05/22)

A handwritten signature in black ink, appearing to read 'R. Mokaya'.

SIGNED

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Professor Robert Mokaya, OBE  
Pro-Vice-Chancellor (Global Engagement)

## ANNEX 1 – Key personnel

University of Nottingham	Università degli Studi di Palermo
<p><b>Academic</b></p> <p>Name: Alessio D’Angelo Position: Associate Professor Faculty: School of Sociology and Social Policy</p> <p>Address: Law and Social Sciences building University Park Nottingham, NG7 2RD</p> <p>Email: <a href="mailto:Alessio.Dangelo@nottingham.ac.uk">Alessio.Dangelo@nottingham.ac.uk</a></p>	<p><b>Academic</b></p> <p>Name: Giorgio Maniaci Position: Professore associato Faculty: Department of Law</p> <p>Address: Piazza Marina, 61, 90133, Italy</p> <p>Email: <a href="mailto:giorgio.maniaci@unipa.it">giorgio.maniaci@unipa.it</a></p>
<p><b>Administrative</b></p> <p>Name: Christopher Bowker Position: Senior Administrative Manager Faculty: School of Sociology and Social Policy</p> <p>Address: Law and Social Sciences building University Park Nottingham, NG7 2RD</p> <p>Email: <a href="mailto:christopher.bowker@nottingham.ac.uk">christopher.bowker@nottingham.ac.uk</a></p>	<p><b>Administrative</b></p> <p>Name: Valeria Floriano Position: Special Service Manager Faculty: Special Internationalization Service Address: Avenue of Sciences</p> <p>Email: <a href="mailto:vaeria.floriano@unipa.it">vaeria.floriano@unipa.it</a></p>



## **ANNEX 2 - Definitions**

**IELTS** means the International English Language Testing System (IELTS) that measures the language proficiency of people who want to study or work where English is used as a language of communication;

**Programme** means an approved academic plan of study that provides a coherent learning experience and leads to a Nottingham and Palermo Masters awards as outlined in Table One of this agreement;

**PSRB** means Professional, Statutory and Regulatory Body

### Annex 3 – Correct at the point of signature but could be subject to change

List of courses and other curricular activities that students enrolled in the double degree program between the “Laurea Magistrale in Migration, Rights, and integration” (120 credits) at UNIPA and the Master degree in “International Social Policy” (180 credits) at University of Nottingham.

#### Mapping of courses between UNIPA and Nottingham:

<b>Laurea Magistrale in “Migration, rights, integration” (120 credits) at UNIPA</b>	<b>Master degree in “International Social Policy” (180 credits) at University of Nottingham</b>
First semester: 1) Constitutional law and migrations, 6 credits	1) Policy Analysis: Concepts and Theories, 10 credits, first semester
2) Economics of migrations, 9 credits	2) Economics and Policy Analysis, 10 credits, second semester
3) Politics of migrations and human rights, 6 credits	3) Dynamics of International Social Policy, 30 credits, second semester
4) Storia delle migrazioni, 6 credits	4) Globalisation, Europeanisation and Public Policy, 10 credits, second semester
5) Laboratorio di comunicazioni interculturale, 4 credit e ALTRE CONOSCENZE UTILI PER L'INSERIMENTO NEL MONDO DEL LAVO,O , 1 credit	5) Research Methods and Research Management, 20 credits, first semester
Second Semester: 6) Geopolitics of migrations, 6 credits	6) Globalisation, Europeanisation and Public Policy, 10 credits, second semester
7) International and comparative law of migrations, 9 credits	7) Dynamics of International Social Policy, 30 credits, second semester
8) PERSONA E MERCATO NELLE SOCIETÀ MULTICULTURALI CONTEMPORANEE, 9 credits,	8) Dynamics of International Social Policy, 30 credits, second semester
9) PROJECT CYCLE MANAGEMENT FOR SOCIAL INNOVATION, 8 credits	9) Research Methods and Research Management, 20 credits, first semester
First semester, second year: 10) Legal clinic, 9 credits	10) Managing People, 10 credits, first semester
11) SOCIOLOGICAL AND LEGAL ASPECTS OF LABOUR MIGRATION, 10 credits	11) Welfare Policy, 10 credits, first semester
Second semester: 12) DIRITTO PENALE DELL'IMMIGRAZIONE, 6 credits	12) Managing People, 10 credits, first semester
13) TUTELA DEI DIRITTI DEI MIGRANTI E PROCEDURE AMMINISTRATIVE, 6 credits	13) Public Management and Governance, 10 credits, second semester
14) attività a scelta dello studente (opzionale) 9 credits	14) Leadership, Strategy and Performance in the Public Sector, 10 credits
15) tirocinio, 5 credits	15) Research Methods and Research Management, 20 credits, first semester
16) tesi di laurea, 15 credits	16) MA International Social Policy Dissertation, 60 credits, Third Semester



## **Plan of study of students of Unipa in Nottingham University**

### **First year (Palermo University, Migration, Rights, Integration 60 credits)**

#### **First Semester:**

- 1) Constitutional law and migrations, 6 credits
- 2) Economics of migrations, 9 credits
- 3) Politics of Migrations and Human Rights, 6 credits
- 4) History of Migrations, 6 credits
- 5) Elective modules to choose 1 credit (seminars/ Introduzione alla tutela internazionale dei diritti umani)
- 6) Individuals and the Market in Contemporary Multicultural Societies (9 credits)  
Second Semester:
- 7) Geopolitics of migrations, 6 credits
- 8) International and comparative law of migrations, 9 credits
- 9) Project Cycle Management for Social Innovation, 8 credits

### **Second Year (University of Nottingham, International social Policy, UK credits: 120 + 60 dissertation)**

#### **Autumn Semester (September-February)**

- 1) Welfare Policy, 10 credits
- 2) Policy Analysis: Concepts and Theories, 10 credits
- 3) Research Methods and Research Management 20 credits

#### **Spring Semester (February-June)**

- 4) Dynamics of International Social Policy, 30 credits
- 5) Globalisation, Europeanisation and Public Policy, 10 credits

#### **Elective modules, to choose 40 credits Autumn Semester (September-February):**

- 6) Managing People 10 credits Spring Semester (February-June)
- 7) Leadership, Strategy and Performance in the Public Sector 10 or 20 credits
- 8) Economics and Policy Analysis 10 credits
- 9) Public Management and Governance, 10 credits

#### **Summer (June-September)**

- 10) Dissertation 60 credits

### **Plan of study of students of Nottingham University in Unipa**

#### **First Year (University of Nottingham, International social Policy, 180 UK credits)**

##### **Autumn Semester (September-February)**

- 1) Welfare Policy 10 credits
- 2) Policy Analysis: Concepts and Theories 10 credits
- 3) Research Methods and Research Management 20 credits

### **Spring Semester (February-June)**

- 4) Dynamics of International Social Policy 30 credits
- 5) Globalization, Europeanisation and Public Policy 10 credits

### **Elective modules Autumn Semester (September-February)**

- 6) Managing People 10 credits Spring Semester (February-June)
- 7) Leadership, Strategy and Performance in the Public Sector 10 or 20 credits
- 8) Economics and Policy Analysis 10 credits
- 9) Public Management and Governance, 10 credits

### **Summer (June-September)**

- 10) Dissertation 60 credits

### **Second Year**

#### **Palermo University:**

#### **Migration, Rights, Integration 60 credits**

#### **First Year, First Semester:**

- 1) Constitutional law and migrations, 6 credits
- 2) Economics of migrations, 9 credits
- 3) Politics of migrations and human rights, 6 credits
- 4) Legal clinic, 9 credits, first semester

#### **Second Semester:**

- 5) Geopolitics of migrations, 6 credits
- 6) International and comparative law of migrations, 9 credits
- 7) optional module, 9 credits
- 8) Project cycle management for social innovation, 8 credits