

DUAL-DEGREE PROGRAM AGREEMENT
AMOUNG
NEW YORK UNIVERSITY,
ON BEHALF OF ITS TANDON SCHOOL OF ENGINEERING,
THE HONORS CENTER OF ITALIAN UNIVERSITIES,
AND
UNIVERSITÀ DEGLI STUDI DI CASSINO E DEL LAZIO MERIDIONALE

This Agreement (the "Agreement") dated as of [*10/07/19*] (the "Effective Date") is among New York University, a New York not-for-profit education corporation with offices located at 70 Washington Square South, New York, New York 10012 USA ("NYU"), on behalf of its Tandon School of Engineering, Università degli Studi di Cassino e del Lazio Meridionale, with offices located at Viale dell'Università, 03043 Cassino, Italy ("UNICAS") and the Honors Center of Italian Universities, with offices located at Sapienza Università di Roma - Facoltà di Ingegneria next to the Laboratori "Prove Materiali e Strutture" in Via Eudossiana 18, 00184 Roma, Italy ("H2CU" and, together with NYU and UNICAS, the "Parties").

WHEREAS, the Parties desire to collaborate to offer a student dual graduate degree program (the "Program") that will enable participating students (the "Students") to obtain a Master of Science Degree from NYU and a Laurea Magistrale Degree from UNICAS in structural engineering, geotechnical engineering, environmental and water resource engineering, or highway and traffic engineering accordance with the terms and conditions set forth below;

WHEREAS, the Parties' main goal is to educate a civil engineering professional class with necessary in-depth scientific and technical knowledge in the field of civil engineering within a multi-cultural educational environment; and

WHEREAS, the Program will prepare graduates to practice their profession at an advanced level and with unique exposure to an international environment to better understand global issues of civil engineering, made possible by inter-university collaboration which effectively collects the expertise and the knowledge of professors, researchers and professional experts from the two different continents.

NOW, THEREFORE, the Parties agree as follows:

1. PROGRAM DESCRIPTION

- a. The Program title will be "Civil Engineering" and will allow Students to obtain the Master of Science Degree ("US Degree") from NYU and Laurea Magistrale Degree ("Italian Degree") from UNICAS in structural engineering, geotechnical engineering, environmental and water resource engineering, or highway and traffic engineering.
- b. The Program aims to fully integrate Italian, US and foreign students and professors and will be open to students of all nationalities. All courses and activities will be in English at both NYU and UNICAS.
- c. The duration of the Program for each Student will be two (2) years (four full- time semesters).
- d. Administrative offices of the Program will be at NYU and UNICAS, with the primary office at UNICAS. The staffing and location of such offices will be determined by each institution in its sole discretion.
- e. All students must complete the requirements listed in Appendix 1 in order to obtain the Italian Degree and US Degree. Students are required to obtain the equivalent of 120 credits at UNICAS to earn the Italian Degree and 30 credits at NYU to earn the US Degree. (for additional details concerning the US Degree requirements see Appendix 2).
- f. Students will attend UNICAS in the Engineering Campus and/or Gaeta's Castle for their first year of study in the Program and NYU's New York campus for their second year of study in the Program.
- g. Students will be allowed transfer of up to twelve (12) credits from UNICAS to NYU, which will count towards the fulfillment of the US Degree requirements. Students will be allowed transfer of up to eighteen (18) credits from NYU to UNICAS, which will count towards the fulfillment of the Italian Degree requirements. Students must obtain a grade of B or better in order to transfer credit toward the US Degree or the Italian Degree.
- h. As a requirement for completion of the Program all Students must complete a Thesis Project, which may be developed either under supervision of a professor at UNICAS or at NYU.
- i. All requirements for completion of this program must be made known to Students by the relevant study course regulations.
- j. The departmental coordinators of each institution shall have the role of academic advisor to all incoming students to the Program during their academic activities at both institutions.
- k. NYU may withhold transfer credits subject to the Student completing the degrees at

both institutions.

2. CRITERIA FOR APPLICANT SELECTION

- a. Students will apply using NYU's applications website. The standard application fee will be waived for students applying to the Program.
 - i. Students entering the program should have a Laurea di Primo Livello degree in Civil Engineering or closely related field with an overall average of 95/110 (corresponding to 3.0/4.0 GPA) and a TOEFL score of 563 (223 CBT, 85 IBT). Students must provide a certified TOEFL score as part of the application process. In the case of a low TOEFL score, the TOEFL test must be repeated at the end of the first year before Students can attend classes at NYU.
 - ii. Students must provide a personal statement describing the Student's background, goals, and aspirations and letters of recommendation from two professors at UNICAS as part of their application.
- b. UNICAS will admit students who are enrolled as full-time graduate students at NYU who elect to participate in the Program.

3. RESPONSIBILITIES OF THE PARTIES

- a. Students will pay UNICAS tuition and fees for the first year of studies in the Program. H2CU will pay NYU the tuition and fees for UNICAS Students for their second year of studies in the Program; provided that if the H2CU does not pay such tuition and fees, the Student will be responsible to NYU for such charges. All other Students will pay NYU for the second year of studies in the Program. Payment will be made prior to the beginning of each semester.
- b. Tuition and fees at NYU will be the tuition and fees listed on NYU's website for the applicable year. H2CU will provide the tuition and fees to NYU in writing 2 months prior to each academic year. Tuition and fees do not cover other Student expenses such as accommodation, meals, books and travel expenses.
- c. The institution at which a Student is studying (UNICAS the first year and NYU the second year, in each case, the "host institution") will provide each Student with formal letters of admission and other documents as may be required for establishing student status for visa and other purposes when such Student is studying at the host institution.
- d. The host institution will provide an orientation to help the Students settle readily into life in the host environment when such Student is studying at the host institution. The other institution will continue to offer reasonable assistance to the Students

throughout the Program.

- e. The host institution will assign admitted Students to the appropriate school, department or division of faculty, and to the appropriate academic advisors. Students will only be able to study at the Tandon School of Engineering at NYU's New York campus.
- f. After each Student's completion of the semester, the program coordinator of the host institution will send the academic transcript of such Student's work to the appropriate office of the other institution at least two weeks before the start of next term.
- g. Whenever possible, the host institution will endeavor to place Students in university-affiliated housing facilities. However, the availability of such housing cannot be guaranteed. In the event that the host institution cannot offer university-affiliated housing to the Students, then the host institution will provide information about alternate housing and provide reasonable assistance in locating housing. H2CU may provide funding to UNICAS students for housing for the second year of the Program in New York. If H2CU does not provide funding on a timely basis, the Student shall be responsible for the cost of all housing.

4. RESPONSIBILITIES OF STUDENTS

- a. Each Student will abide by the laws and customs of the host country and by the policies and regulations of the host institution.
- b. The host institution will have the right to terminate the participation of any Student in the Program (and in any other program, service or benefit of the host institution) if at any time, and in the sole judgment of the host institution, such Student fails to maintain satisfactory academic performance or violates the policies of the host institution. The host institution will inform the other institution of any such action, subject to applicable law.
- c. Each Student must either purchase medical insurance required by the host institution or demonstrate to the satisfaction of the host institution that the medical insurance carried by or on behalf of such Student is sufficient for all purposes of the host institution.
- d. Each Student is required to have proof of immunizations satisfactory to the host institution in order to participate in the Program.
- e. The cost of any medical insurance or immunizations required pursuant to this Agreement as well as any medical expenses or immunizations not covered by such insurance will be the personal responsibility of the Student.
- f. Each Student is fully responsible for making personal travel arrangements related to

the Program.

- g. Each Student is fully responsible for all personal expenses related to the Program, including but not limited to textbooks, supplies and travel costs.
- h. Each Student is fully responsible for all charges related to room and board, subject to H2CU funding. The Student may withdraw from the Program at any time, but will be subject to the refund policy of NYU.

5. TERM; TERMINATION; ASSIGNMENT

- a. This Agreement will be effective as of the Effective Date and will remain in force for a period of three (3) years, unless otherwise terminated prior to such date.
- b. This Agreement may not be amended or modified, except through a written instrument signed by all of the Parties. This Agreement may be renewed, subject to the written approval of all Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned or transferred by a Party without the prior written consent of the other Parties. Any purported assignment or transfer without such prior written consent will be null and void.
- c. If a Party desires to terminate the agreement, it must inform the other Parties in writing at least six (6) months prior to the effective date of termination. It is provided, however, that such termination will not take effect as to Students already admitted as of the notice date; these Students will have the opportunity to complete the Program.
- d. A Party adversely affected by a material breach of this Agreement by another Party may terminate this Agreement if the breach has not been cured thirty (30) days after the non-breaching party gives notice of the breach to the breaching party, *provided* that this Agreement will remain in force (but only to the extent necessary) until such time as all Students enrolled in the Program at the time of termination have completed their studies or withdrawn or other arrangements have been made to safeguard the best interests of those Students for the remainder of their respective semesters.

6. PUBLICITY

No Party will use the name, logo, trademark or other designation of the other Parties or any of its affiliates (including, in the case of NYU, any school, college, division, department or other unit of NYU or its affiliates) for any purpose, including without limitation in any marketing, advertising or publicity materials, without such Party's prior written consent, *provided* that the Parties may use such designations on internal websites and in materials distributed internally to advertise or provide information about the Program.

7. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement will be deemed to create any agency, partnership or joint venture between the Parties, it being understood that each Party is performing services and fulfilling its obligations hereunder as an independent contractor of the other Parties. No Party will have any right or authority to contract or otherwise create any obligation or responsibility, express or implied, in the name of or on behalf of another Party, except as explicitly provided herein.

8. INDEMNIFICATION AND INSURANCE

- a. Each Party (the "Indemnifying Party") hereby indemnifies and holds harmless the other Parties and their respective trustees, officers, employees, agents, representatives and students (each an "Indemnitee") from and against any and all losses, damages, liabilities, penalties, costs and expenses (including reasonable attorneys' fees) of any kind or nature for any claim, demand, action, suit, prosecution or proceeding including but not limited to any claim based on personal or bodily injury (including death) or property loss or damage, caused by, resulting from, arising out of, or occurring in connection with: (i) the negligent acts or omissions of the Indemnifying Party, its agents, servants, or employees and (ii) the breach of any applicable law or any representation, warranty or term in this Agreement by Indemnitee, its agents, servants or employees. Any liability or obligation incurred under this section prior to any termination, expiration or cancellation of this Agreement will survive such termination, expiration or cancellation of this Agreement.
- b. The Indemnitee will provide the Indemnifying Party with notice of a claim for indemnification under this section. In the event the Indemnifying Party fails to prosecute and conduct the defense diligently and in good faith, the Indemnitee may take any and all actions at the Indemnifying Party's expense that it deems necessary or desirable to preserve its rights with respect to such claim, including the right (but not the obligation) to engage counsel and defend, compromise or settle such claim, without waiving or otherwise limiting its rights under this section. The Indemnifying Party will consult with the Indemnitee and at all times keep the Indemnitee informed of all material matters relating to its indemnification of that Indemnitee, including compromise or settlement of any claim. The Indemnitee will be entitled to participate in any litigation and/or negotiations relating to any compromise or settlement with counsel of its own choice. The Indemnifying Party will not agree to any compromise or settlement of any third-party claim, or permit a default or consent to entry of any judgment in respect of such claim, without the Indemnitee's prior written consent.

- c. Each Party will maintain, with financially sound and reputable insurance companies during the term of this Agreement, Commercial General Liability Insurance with a combined bodily injury (including death), personal injury, and property damage limit of at least \$2,000,000 per occurrence (except as otherwise noted), including at least the following coverages: (i) Broad Form Blanket Contractual Liability for liability assumed by the Parties under this Agreement; (ii) Broad Form Property Damage; (iii) Personal Injury Liability A, B and C with employees' exclusion void; and (iv) Products Liability and Completed Operations.
- d. The Commercial General Liability policy shall be endorsed to: (i) include NYU as an additional insured and state that NYU is not to be responsible for payment of premium for such additional insured status; (ii) provide that any notice one Party gives its insurer of a claim, suit, proceeding, or occurrence resulting from, arising out of or occurring in connection with the Agreement shall also be deemed by that insurer as a notice from the other Parties as additional insured; (iii) state that the insurer will take no recourse against the other Parties for payment of premium or for assessments of any kind; and (iv) state that the insurer has no right of recovery or subrogation against the other Parties.
- e. Upon the execution of this Agreement, UNICAS will deliver to the NYU's Director of Insurance electronically at INSURANCE.VENDOR.CERT@NYU.EDU a certificate or certificates evidencing the procurement of the foregoing insurance policies, and, if so requested by the Director of Insurance, certified copies of the foregoing insurance policies. Each certificate shall state (i) the type(s) of insurance and the amount(s) of coverage; (ii) the effective date and the date of expiration of the policy(s); and (iii) the interest of NYU as an additional insured. In the case of cancellation or material alteration of any such policy, UNICAS will (a) promptly notify NYU, (b) immediately obtain replacement coverage according to the terms of this Agreement and (c) promptly deliver new certificates to the NYU address above.
- f. If UNICAS fulfills any of the insurance requirements set forth herein by the use of a claims made policy, UNICAS will keep that policy in effect for at least three (3) years after the conclusion of this Agreement, and, if such claims made policy is cancelled during that three (3) year period, UNICAS will purchase discovery period coverage for the remainder thereof.

9. NON-DISCRIMINATION STATEMENT

In connection with the Program, no Party will discriminate against any person involved with the Program on the basis of sex, gender, gender identity or expression, sexual orientation, race, color,

creed, ethnicity, religion, national origin, age, veteran or military status, marital or parental status, citizenship status, disability or any other legally protected status.

10. FORCE MAJEURE

No Party will be responsible for a failure or delay in performing any obligation hereunder (except with respect to any obligation to pay money) due to causes beyond its reasonable control and not resulting from its fault or negligence, including, without limitation, acts of God, war, governmental orders or restrictions, natural catastrophe, or power outage, provided that the Party affected by such force majeure event provides prompt written notice thereof to the other Parties, uses commercially reasonable efforts to mitigate the effect of such force majeure event and resumes performance as soon as possible. A Party will have the right to terminate this Agreement if a force majeure event delays or prevents another Party's performance for a period of more than fifteen (15) days.

11. NOTICES

Any notice or other communication given under this Agreement will be in writing and signed by or on behalf of the Party giving it and will be served by delivering it personally or sending it by registered airmail or fax to the address and to the attention of the relevant Party set out below (or such other address or fax number as may be notified in writing from time to time by the relevant Party to the other Parties):

If to NYU: New York University Tandon School of Engineering
Civil & Urban Engineering Department
333 Jay Street, RH 405C, Brooklyn NY 11201
ATTN: Professor Mohsen Hossein
FACSIMILE: 646-997-3433

With a copy to: Office of the General Counsel
New York University
70 Washington Square South, 11th Floor
New York, NY 10012 USA
ATTN: General Counsel
FACSIMILE: +1 212 995 3048

If to UNICAS University of Cassino and Southern Lazio
International Relations Office
Viale dell'Università – Loc. Folcara

03043 Cassino (FR) - Italy
ATTN: Professor Giovanni Camillo Porzio
FACSIMILE: +39 0776 299 3905

If to H2CU

H2CU c/o Sapienza Università di Roma - Facoltà di Ingegneria
next to the Laboratori "Prove Materiali e Strutture"
Via Eudossiana 18, 00184 Roma, Italy
ATTN: Professor Lucio Ubertini
FACSIMILE: +39 06 44585027

Any such notice will be deemed to have been received: (i) if delivered personally, at the time of delivery; (ii) in the case of registered airmail, five (5) Business Days (as hereinafter defined) from the date of posting; and (iii) in the case of fax, at the time of transmission provided that a transmission report is generated by the sending fax machine confirming that the fax was sent to the proper number and that all pages were successfully transmitted.

12. FACILITIES

Each institution represents warrants and agrees that the classroom, office and any ancillary facilities to be used by participants in connection with the Program are and will remain in compliance with all applicable building, fire, health and similar safety codes and with the requirements of all applicable fire, property and other insurance policies maintained by the institution.

13. CONFIDENTIALITY

Each Party (a "Receiving Party") will hold in confidence and will not directly or indirectly disclose to any person or use for its own benefit any information provided by another Party (a "Disclosing Party") or otherwise obtained or developed by the Receiving Party as a result of this Agreement that is confidential or proprietary in nature to the Disclosing Party, whether written, verbal or in any other form, including without limitation any information that relates to the employees, students, research and development, plans, business affairs, finances, fundraising, marketing, property, records, contracts, processes, techniques, inventions, trade secrets or know-how of the Disclosing Party, including, without limitation, any education records as defined under the Family Educational Rights and Privacy Act and any information provided by NYU students to City University ("Confidential Information"). The Receiving Party will only disclose the Confidential Information to those of its employees and advisors who need to know such Confidential Information in order for the Receiving Party to carry out its obligations hereunder, provided that such employees and advisors have agreed

in writing to be bound by the confidentiality obligations set forth herein or are bound by an agreement with the Receiving Party on terms no less stringent than those set forth herein and have been informed of their confidentiality obligations hereunder. The Receiving Party acknowledges that all right, title and interest in the Confidential Information remains the sole property of the Disclosing Party, and that the Receiving Party will not obtain any such right, title and interest by virtue of this Agreement or otherwise. Upon termination of this Agreement, the Receiving Party will, at the Disclosing Party's option, either return to the Disclosing Party any and all Confidential Information and any copies thereof or will destroy such Confidential Information and copies and certify such destruction in writing to the Disclosing Party. The obligations of confidentiality set forth in this provision will not apply to information that (a) is or comes to be in the public domain other than as a consequence of a breach of this Agreement by the Receiving Party, (b) at the time of disclosure was known to the Receiving Party through lawful means, (c) is obtained by the Receiving Party after the time of disclosure from a third party who is free to make such disclosure without restriction, (d) was independently developed by an employee of the Receiving Party that has not had access directly or indirectly to Confidential Information, or (e) is disclosed pursuant to a lawful order or request of a court, administrative or accrediting agency, or other governmental or regulatory body having jurisdiction over the Receiving Party; provided, that the Receiving Party will give prompt written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure and, in the event that the Disclosing Party is unable to prevent or restrict such disclosure, will only disclose that portion of the Confidential Information that it is legally required to disclose. The Receiving Party agrees that the loss arising from a breach of the foregoing confidentiality obligations cannot adequately be compensated solely by money damages and will cause the Disclosing Party to suffer irreparable harm, that a remedy at law for such breach would not be adequate and that the Disclosing Party will be entitled to seek injunctive relief for such breach in addition to all other remedies that might be available to it. Each Party acknowledges that, to the extent that it creates or obtains information from any education records (as defined under FERPA) in connection with its performance under this Agreement, it will fully comply with the requirements of FERPA and will promptly use best efforts to facilitate NYU's compliance. Each of UNICAS and H2CU acknowledges that it has reviewed NYU's FERPA Guidelines, which are available at www.nyu.edu/apr/ferpa.htm.

14. GOVERNING LAW, DISPUTE RESOLUTION

- a. This Agreement will be construed in accordance with and governed by the law of the State of New York, without regard to principles of conflict of laws.
- b. Each Party will use its best efforts to negotiate in good faith and resolve any dispute that may arise out of or in connection with this Agreement or any breach of this

Agreement. If there is a dispute between the Parties arising out of, or in connection with, this Agreement, including any question regarding its existence, validity or termination (a "Dispute"), then a Party may give another Party a written notice setting forth the full details of the Dispute. Authorized representatives of the Parties will meet in person or via teleconference as may be agreed upon by the Parties to discuss and attempt to resolve the Dispute.

15. MISCELLANEOUS

The Agreement constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior terms, conditions, agreements and undertakings, both written and oral, between the Parties with respect to the matters contained herein. No waiver of any term or condition of this Agreement will be construed as a continuing waiver of that term or condition or a waiver of any other term or condition of the Agreement. If any provision of this Agreement is determined to be invalid, void, illegal or unenforceable in any respect, the remaining provisions hereof will continue in full force and effect; and the invalidity of a particular provision in a particular jurisdiction will not invalidate such provision in any other jurisdiction. This Agreement is not for the benefit of any third party. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The headings used herein are for convenience of reference only, are not part of this Agreement and will not affect the construction of, or be taken into consideration in interpreting, this Agreement. This agreement will be signed and valid in English only.


IN WITNESS WHEREOF, a duly authorized representative of each of the Parties hereto has duly executed this Agreement as of the Effective Date.

NEW YORK UNIVERSITY

UNIVERSITÀ DEGLI STUDI DI CASSINO
E DEL LAZIO MERIDIONALE

By: *Jelena Kovačević*
Jelena Kovačević, Ph.D.,
Dean ~~President~~
Tandon School of Engineering

By: *Giovanni Betta*
Giovanni Betta,
Rector of University of Cassino and Southern Lazio



THE HONORS CENTER OF ITALIAN UNIVERSITIES

By: *Lucio Ubertini*
Lucio Ubertini
Director of H2CU



H²CU
Honors Center of Italian Universities
Centro Interuniversitario di Formazione Internazionale
IL DIRETTORE
Prof. Lucio Ubertini

APPENDIX 1 – REQUIREMENTS for the Dual Degree

| COURSE | USA Credits | Italian Credits | Professor | SEMESTER |
|--|-------------|-----------------|-----------|----------|
| FIRST YEAR (UNIVERSITY OF CASSINO) | | | | |
| Computational Mechanics | | 9 | | Fall |
| Water Resource and Hydraulic Engineering | | 9 | | Fall |
| Earthquake Engineering | | 9 | | Fall |
| Highway Design and Traffic Engineering | | 9 | | Spring |
| Geotechnical Engineering | | 9 | | Spring |
| Concepts of Management for Hydraulic Systems | | 9 | | Spring |
| SECOND YEAR (NYU TANDON) | | | | |
| Instrumentation, Monitoring, and Condition Assessment of Civil Infrastructure (CE-GY 6073) | 3 | 9 | | Fall |
| Risk Analysis (CE-GY 8283) | 3 | 9 | | Fall |
| One of the concentration course of List 1 | 3 | 9 | | Fall |
| Introduction to Urban Systems (CE-GY 7843) | 3 | 9 | | Spring |
| Project Management for Constructions (CE-GY 8253) | 3 | 9 | | Spring |
| One of the concentration course of List 2 | 3 | 9 | | Spring |
| Tirocinio ¹ (in Italy, USA, or jointly) | | 3 | | Summer |
| Thesis (in Italy) | | 9 | | Summer |

List 1 (Fall Semester)

- Stability of Structures (CE-GY 6133)
- Bridge Engineering (CE-GY 6063)
- Foundations & Ground Improvement (CE-GY 8423)
- Advanced Foundation Design (CE-GY 8663)
- Excavation Support System (CE-GY 8673)
- Urban Geotechnology (CE-GY 8433)
- Water and Wastewater Treatment I (CE-GY 7423)
- Water and Wastewater Treatment II (CE-GY 7433)
- Engineering for Construction I (CE-GY 8313)

List 2 (Spring Semester)

- Steel Structures
- Groundwater Hydrology and Pollution (CE-GY 7233)
- Solid Waste Management (CE-GY 7703)
- Information Systems in Project Management (CE-GY 8303)

APPENDIX 2 – REQUIREMENTS for Master of Science

M.S. CIVIL ENGINEERING – (TANDON University)

| | <i>Units</i> |
|--|-----------------------|
| Required Core Courses (first two courses + at least two of the following courses): | |
| Instrumentation, Monitoring, and Condition Assessment of Civil Infrastructure (CE-GY 6073) | 3 |
| Risk Analysis (CE-GY 8283) | 3 |
| Project Management for Construction (CE-GY 8253) | 3 |
| Introduction to Urban Systems (CE-GY 7843) | 3 |
| Core total | 12 |
| Area of Concentration | |
| 1 course at area of concentration at NYU | 3 |
| 1 course at area of concentration at NYU | 3 |
| 1 course at Cassino | 3 (9 Italian Credits) |
| 1 course at Cassino | 3 (9 Italian Credits) |
| Area of Concentration total | 12 |
| Requirements for the Master: | |
| 4 Core courses | 12 |
| 4 courses in the area of concentrations courses (2 at NYU + 2 at Cassino) | 12 |
| Electives (2 courses at Cassino 20 Italian Credits) | 6 |
| Curriculum total | 30 |