



Università
degli Studi di
Messina

AGREEMENT

ON THE JOINT EDUCATION OF STUDENTS UNDER THE HIGHER EDUCATION DEGREE-PROGRAMME

by and between

AGH University of Science and Technology in Cracow,

registered address: al. Mickiewicza 30, 30-059 Kraków,
hereinafter referred to as **the AGH UST**

represented by its AGH UST Rector, Professor Jerzy Lis

and **University of Messina,**

registered address: Piazza Pugliatti, 1 98122 Messina,
hereinafter referred to as **UNIME**

represented by its Rector of UNIME, Professor Salvatore Cuzzocrea

hereinafter referred to as **the Parties to the Agreement**, who

- conscious of the fact that the right to education is a human right and the higher education, which is of essential importance to strengthening and development of knowledge, constitutes the value to both individuals and society
- considering that higher education shall play a vital role in promotion of mutual understanding and tolerance and in creation of mutual trust
- striving to internationalise higher education by creating an attractive, dedicated system of benefits offered to the best and the most talented AGH-UST students and foreign students from institutions with which the AGH UST cooperates in many areas
- desiring to facilitate the best and the most talented students' access to educational resources of each of the Universities, in particular, by facilitating their efforts and introducing mechanisms for continuing and graduating from the AGH UST and UNIME
- taking care of the quality of education
- having regard to the diversity of higher education systems
- considering recognition of achievements, periods of study and diplomas as an important instrument for internationalizing education and promoting academic mobility

have agreed as follows:

Article 1. General provisions

1. This Agreement has been concluded in accordance with the provisions in force in each of the contracting Parties, i.e.:
 - 1) at the AGH UST – pursuant to Article 323 Section 1 subsection 2 and Article 324 Section 1 sentence 1 of the Act of 20th July 2018 Law on Higher Education and Science (consolidated text Dziennik Ustaw [*Polish Journal of Laws*] of 2021, item 478, as amended);
 - 2) at UNIME - pursuant to Italian Ministerial Decree n. 270/2004 and further modifications.
2. This Agreement defines the principles of joint education of students within **full-time second-cycle degree-programme in the field of study Management, as part of the specialisation: International management (the AGH UST)** and within **full-time second-cycle degree-programme in the field of study Business Consulting and Management, as part of the specialisation: International management (UNIME)**, hereinafter referred to as the Studies, in particular:
 - 1) the principles of the organization of the joint education and the implementation of the study programme;

- 2) principles of undertaking the joint education by students of both Universities (principles of admission to Studies);
 - 3) the rights and obligations of students engaged in joint education under this Agreement;
 - 4) conditions for graduating from the Studies at each University, including conditions for obtaining a diploma.
3. The following shall be responsible for implementation of the Agreement:
 - 1) Faculty of Management of the AGH UST, and
 - 2) Department of Economics of UNIME.
 4. The Parties to the Agreement authorise the Dean of Faculty of Management at the AGH UST, hereinafter referred to as **the Dean of the AGH UST Faculty**, to represent the Parties to the Agreement in all matters arising from realisation of this Agreement in Poland, in particular, before the Minister of Education and Science and the Polish Accreditation Committee, as well as to exercise formal and substantive supervision over the implementation and quality of education under this Agreement and the course of the Studies, except for matters stipulated in the Act on Higher Education and Science and in the AGH UST Statute for the exclusive competence of the Rector or other organs.
 5. The Parties to the Agreement authorise **the Rector of UNIME** to represent the Parties to the Agreement in all matters arising from realisation of this Agreement in Italy, as well as to exercise formal and substantive supervision over the implementation and quality of education under this Agreement and the course of the Studies in compliance with the Italian rules and regulations and the Statute of the University of Messina.

Article 2.

Organisation of the Studies and realisation of the study joint education

1. Joint education under this Agreement shall follow the rules in force at each University:
 - 1) in case of the AGH UST - in accordance with the conditions of study, which include:
 - a) study programme established by the AGH UST Senate in accordance with the regulations in force at AGH UST;
 - b) principles of studying determined by the Dean of the AGH UST Faculty in accordance with the regulations in being in force at the AGH UST;
 - 2) in case of UNIME - in accordance with the condition of study which include:
 - a. study programme, established by the rules and regulations of the second cycle study programme in Business Consulting and Management (LM-77) with the curriculum in International Management (it. "Consulenza e Gestione di Impresa (LM-77) il curriculum in International Management" D.R. n. 2852 del 9/12/2019) UNIME Department of Economics in accordance with the regulations in force at UNIME
 - b. principles set in the UNIME Didactics Rules and regulations (D.R. n. 1636 - 22/07/2015).
2. In case of the AGH UST:
 - 1) the study programme shall specify in particular:
 - a) field of study-related learning outcomes;
 - b) description of the process leading to the achievement of the assumed learning outcomes, including, in particular, the duration of the studies, the number of ECTS points required for graduation, the required modules, including courses with the number of ECTS points assigned to them, and the method of verification of the assumed outcomes learning, and the study plan;
 - 2) the principles of studying shall define the detailed rules related to the implementation of the study programme and graduation, including in particular the rules for completing individual semesters of studies, the rules for registering for the next semester, conditions and requirements related to the preparation of diploma theses and the implementation of the diploma process.
3. In case of UNIME:
 - 1) the study programme shall specify in particular:
 - a) field of study-related learning outcomes;
 - b) description of the process leading to the achievement of the assumed learning outcomes, including, in particular, the duration of the studies, the number of ECTS points required for graduation, the required modules, including courses with the number of ECTS points assigned to them, and the method of verification of the assumed outcomes learning, and the study plan;
 - 2) the principles of studying shall define the detailed rules related to the implementation of the study programme and graduation, including in particular the rules for completing individual semesters of studies, the rules for registering for the next semester, conditions and requirements related to the preparation of diploma theses and the implementation of the diploma process.
4. Students who will undertake joint education at the Studies under this Agreement will obtain the professional title:
 - 1) at the AGH UST - *magister*;
 - 2) at UNIME - *Laurea Magistrale*.
5. Joint education within the framework of the Studies shall be conducted in English language. The Parties to the Agreement do not allow the possibility of conducting and completing classes and taking exams, as well as preparing a diploma (final) theses and passing a diploma examinations in another language.
6. The Parties to the Agreement undertake to inform each other about any requirements related to the implementation of joint education, as well as about their changes prior to admission to the Studies in a given academic year.
7. All the organizational matters related to the implementation of the joint education and the principles of studying, including the organizational scheme of the Studies and the place of conducting individual classes in a given semester, shall be agreed by the Parties to the Agreement together in writing methods before the admission to the Studies in a given academic year begins. For this purpose, the Parties to the Agreement may jointly appoint a Program Council composed of representatives of both universities.

8. Each of the Parties to the Agreement shall undertake to provide adequate teaching joint education program, in particular in the field of organization and conduct of classes, as well as administrative services for students studying under this Agreement.
9. Each of the Parties to the Agreement shall undertake to provide appropriate classrooms, laboratories, other rooms and equipment, as well as access to appropriate literature necessary for the implementation of the study program.
10. Each Party shall cover the costs of carrying out the activities required for joint education on its own.
11. Classes at AGH UST shall take place in accordance with the applicable organization of classes in a given academic year and the schedule of classes in a given semester, determined by the Dean of the AGH UST Faculty.
12. Classes at the UNIME shall be held in accordance with the applicable organization of classes in a given academic year and the schedule of classes in a given semester, determined by the Coordinator of the Master Degree course at the UNIME, Department of Economics.

Article 3.
Principles of undertaking joint education by students (admission to studies)

1. Taking up joint education at the Studies shall take place in accordance with the rules applicable at each of the University and the rules set out in this Agreement.
2. The Parties to the Agreement agree that the number of students undertaking joint education as part of the Studies in a given academic year shall be:
 - 1) in case of AGH UST: no more than 10 people;
 - 2) in case of UNIME: no more than 10 people.
3. Admission to Studies at the AGH UST under joint education shall be possible in case of persons who have the status of full-time second-cycle students in the field of study of the UNIME as referred to in this Agreement, having outstanding or very good academic results, in particular have a high final mark for first-cycle degree (at least 100 for the grade scale at UNIME), scientific or other achievements related to the studies and show particular predispositions to start studies at AGH and have a B2 level of knowledge of the language of Studies (English) as defined by the Common European Framework of Reference (CEFR) for Languages.
4. In case as referred to in section 3, UNIME shall be obliged to carry out a preliminary admission of students applying for the Studies at the AGH UST, in accordance with the criteria referred to in section 2 and indicate (nominate) students to study at the AGH UST.
5. Students, nominated by UNIME to undertake joint education under this Agreement at the AGH UST, shall be approved by the Dean of the AGH UST Faculty.
6. Students accepted to undertake joint education under this Agreement at AGH UST shall be required to register on the list of students, submit an oath and documents required by AGH, in particular:
 - 1) documents regarding their education;
 - 2) documents confirming knowledge of the language of studies.
7. Admission to Studies at UNIME under joint education shall be possible in case of persons who have the status of full-time second-cycle students in the field of studies as referred to in this Agreement, and who have outstanding or very good academic results, in particular have a high grade point average for first-cycle studies (at least 4.0 for the grade scale at AGH UST), scientific or other achievements related to the Study and show particular predispositions to study at the UNIME, and have a B2 level of knowledge of the language of Studies (English) as defined by the Common European Framework of Reference (CEFR) for Languages.
8. In case as referred to in section 7, AGH UST shall be obliged to carry out a preliminary admission of students applying for the Studies at the UNIME, in accordance with the criteria referred to in section 7 and indicate (nominate) students to study at the UNIME.
9. Students accepted for joint education under this Agreement at UNIME shall be required to submit the documents required by UNIME, in particular:
 - 1) documents regarding their education;
 - 2) documents confirming knowledge of the language of studies.
10. The Parties to the Agreement no later than one month before the scheduled beginning of the admission shall jointly agree upon its start and end.
11. The Parties to the Agreement no later than one month before the start of joint education by students in a given academic year, shall establish and provide each other with the list of documents required from students in connection with taking up the Studies at a given University.

Article 4.
Students' rights and obligations

1. The rights and obligations of students participating in joint education at Studies under this Agreement shall be set out in the provisions in force at each of the University:
 - 1) in case of the AGH UST – laid down in the Study Regulations of the AGH University of Science and Technology, hereinafter referred to as the AGH UST Study Regulations;
 - 2) in case of the UNIME - laid down in the Study Regulations of the University of Messina, hereinafter referred to as the UNIME Study Regulations.
2. Regardless of the rights and obligations set out in the provisions in force at each of the University, students taking up joint education under this Agreement:
 - 1) have the right to a student ID while undergoing education in a given University;
 - 2) may pursue studies according to the individual organization of studies (IOS); the rules of studying according to IOS shall be defined by:
 - a) in case of the AGH UST – by the Deputy Dean for Education of the AGH UST Faculty;

- b) in case of the UNIME – by the Coordinator of the Master Degree course at the Department of Economics;
- 3) during their stay at a given University, they shall be required to have health insurance in accordance with applicable regulations. The Parties to the Agreement shall inform each other about the related requirements no later than one month before the start of education in a given academic year.
- 3. If certain courses have been completed at UNIME and if the learning outcomes and methods of their verification are found coherent, the Dean of the AGH UST Faculty shall decide on recognition (transfer) of certain classes and their acceptance for the purposes of the AGH study programme, as well as on the number of ECTS credits and on the conversion of grades into the grading scale in force at the AGH UST, in accordance with the rules set out in the AGH UST Study Regulations. However, as a result of the recognition and transfer of the achievements of foreign students, no more than 50% of the total number of ECTS credits required for graduation in accordance with the AGH-UST study programme may be accepted, previously excluding the number of ECTS credits obtained for the preparation and submission of the diploma thesis, as well as for completion professional internships, if required.
- 4. If certain courses have been completed at the AGH UST and if the learning outcomes and methods of their verification are found coherent, the Coordinator of the Master Degree course at the Department of Economics shall decide on recognition (transfer) of certain classes and their acceptance for the purposes of the AGH study programme, as well as on the number of ECTS credits and on the conversion of grades into the grading scale in force at UNIME, in accordance with the rules set out in UNIME Study Regulations. However, as a result of the recognition and transfer of the achievements of foreign students, no more than 50% of the total number of ECTS credits required for graduation in accordance with UNIME study programme may be accepted, previously excluding the number of ECTS credits obtained for the preparation and submission of the diploma thesis, as well as for completion professional internships, if required.
- 5. The Parties to the Agreement shall jointly determine in writing methods and dates of documenting courses carried out in a given University before to the beginning of the admission for joint education under the Studies in a given academic year.
- 6. The parties to the Agreement, taking into account the nature of the cooperation, while striving to achieve the goals set out in the preamble to this Agreement, agree that students undertaking and studying joint education under this Agreement shall be exempt from tuition fees (semester fees for the Studies). However, this shall not apply to fees for repeating specific classes and for using classes not covered by the study programme.
- 7. If it is necessary to repeat classes or to carry out classes not covered by the study programme, students undertaking and pursuing joint education under this Agreement shall pay fees on the terms and in the amount applicable at a given University.
- 8. Students pursuing joint education under this Agreement shall cover the costs of travel to the university, living expenses (meals and accommodation), insurance costs, and other costs related to Studies.
- 9. In individual student matters, decisions and resolutions related to the implementation of the education process shall be made:
 - 1) in case of classes taken at the AGH UST – in accordance with the AGH UST Study Regulations;
 - 2) in case of classes taken at the UNIME - in accordance with UNIME Study Regulations.
- 10. The Parties to the Agreement shall undertake to make every effort to accommodate students in dormitories.
- 11. The AGH UST shall be obliged to enter the data of students undertaking and pursuing joint education under this Agreement into the Polish national Integrated Information System on Higher Education and Science called "POL-on".

Article 5.
Conditions for graduation from joint education
at the Studies

- 1. Completion of the Studies within the framework of joint education shall be carried out in accordance with the rules applicable at each University and the rules set out in this Agreement.
- 2. The condition for graduating and obtaining the AGH UST diploma shall be as follows:
 - 1) obtaining all the assumed learning outcomes specified in the study programme being in force at the AGH UST;
 - 2) completion of all modules provided for in the study programme being in force at the AGH UST;
 - 3) obtaining the number of ECTS points required by the programme being in force at the AGH UST;
 - 4) submission of the diploma thesis within the deadline specified in the AGH UST Study Regulations;
 - 5) passing the diploma (final) examination within the time limit specified in the AGH UST Study Regulations;
- 3. The diploma process at the AGH UST shall be carried out in accordance with the rules set out in the AGH UST Study Regulations and in accordance with the principles of studying established by the Dean of the AGH UST Faculty, specifying in particular the conditions and requirements related to the preparation of diploma thesis and the organization and conduct of the diploma examination.
- 4. The condition for graduation and obtaining the diploma of graduation from UNIME one must comply with the procedures specified in the rules and regulations of the second cycle study programme in Business Consulting and Management (LM-77) with the curriculum in International Management.
- 5. The diploma process at UNIME takes place on the terms specified in the UNIME Study Regulations and in accordance with the study rules established by UNIME Didactics Rules and regulations defining in particular the conditions and requirements related to the preparation of diploma theses and the organization and conduct of the diploma examination.
- 6. The commission conducting the diploma examination must include representatives of both universities.

7. Student participating in joint education on the basis of this Agreement, after passing the diploma examinations and meeting all applicable conditions for graduation and obtaining a graduation diplomas, becomes the AGH UST graduate and the UNIME graduate, and receives a graduation diplomas along with a diploma supplements on the terms and dates applicable in of a given University. Information on pursuing joint education under the terms of this Agreement will be included in the Diploma Supplement.

**Article 6.
The Agreement coordinator**

1. In order to implement the provisions of this Agreement, the Parties shall appoint Agreement coordinators and establish the following contact details:
 - 1) coordinator on behalf of AGH UST: Deputy Dean for Education of the AGH UST Faculty, contact details: prd.ksztal@zarz.agh.edu.pl
 - 2) coordinator on behalf of UNIME: Coordinator of the Mater Degree course at the Department of Economics, contact details: cooperazione@unime.it
2. The Agreement Coordinator shall be responsible in particular for:
 - 1) cooperation and contact between the Parties in all organizational matters related to the implementation of the joint education, including the establishment of the organizational scheme of the Studies, the place of individual classes in a given semester and the completion of the diploma process;
 - 2) informing Students about the rules of taking up and pursuing Studies under this Agreement, in particular about:
 - a) the criteria and dates of admission for Studies and the required documents,
 - b) requirements related to taking up studies in a given University and legalizing the stay, in particular with regard to health insurance,
 - c) all the requirements specified in the study programme and the principles of studying, as well as their changes before the beginning of admission for the Studies in a given academic year,
 - d) the rules of recognition and transfer of the achievements of foreign students (modules, courses or individual classes, as well as ECTS credits) and the rules of converting the obtained grades into the grading scale applicable in a given University,
 - e) the students' rights and obligations resulting from the regulations in force at a given University, in particular from the study regulations
 - f) the dates of the classes in accordance with the schedule in a given semester agreed at in a given University,
 - g) conditions of graduation from a given University, including conditions and requirements related to the preparation of diploma theses and the implementation of the diploma process;
 - 3) coordination of matters related to the admission of students for Studies and supervision of the proper completion by students of all required documents;
 - 4) looking after students during their stay at a given University.

**Article 7.
Final provisions**

1. The Agreement shall come into force on the August 31,2021.
2. The Agreement shall be concluded for 5 years.
3. The Agreement was drawn up in two identical counterparts in English. Each contracting party receives one copy of the English version.
4. Any amendments to the Agreement, as well as any provisions giving rise to any financial liabilities for either or both of the Contracting Parties shall be made only in writing under pain of nullity.
5. The contract may be terminated only in writing by each of the Contracting Parties, however no later than 6 months before the end of the current training cycle. Students who, at the time of valid termination, are in the process of realization of the Studies shall be guaranteed the opportunity to complete their Studies on the terms set out herein.
6. The Parties to the Agreement shall jointly agree in writing on any matters not governed hereunder.
7. The Parties to the Agreement shall do their best to resolve any conflicts arising from execution of this Agreement amicably.
8. In case of no settlement, any disputes related to this Agreement shall be settled by the court competent for the seat of the AGH UST.
9. The shared students education agreement concluded of 10 May 2018 between the AGH University of Science and Technology and University of Messina is repealed.

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Rector
AGH University of Science and Technology

Professor Jerzy Lis

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Rector
University of Messina

Professor Salvatore Cuzzocrea