



27 APR. 2017

Nell'anno **duemiladiciassette**, addì **27 aprile** alle ore **16.00**, presso il **Salone di rappresentanza**, si è riunito il Consiglio di Amministrazione, convocato con nota rettorale prot. n. 0030334 del 21.04.2017 (**Allegato 1**), per l'esame e la discussione degli argomenti iscritti al seguente ordine del giorno:

..... **O M I S S I S**

Sono presenti: il **rettore** prof. Eugenio Gaudio, Presidente; i consiglieri: prof.ssa Antonella Polimeni, prof. Vincenzo Francesco Nocifora, prof. Bartolomeo Azzaro, dott. Francesco Colotta, prof. Michel Gras, sig. Beniamino Altezza, dott.ssa Angelina Chiaranza, sig. Angelo Marzano, sig. Antonio Lodise e il **direttore generale** Carlo Musto D'Amore, che assume le funzioni di segretario.

Assente giustificato: il **prorettore vicario** prof. Renato Masiani.

Assistono per il Collegio dei Revisori dei Conti: dott. Massimiliano Atelli, dott.ssa Alessandra De Marco (entra alle ore 17.42).

Il Presidente, constatata l'esistenza del numero legale, dichiara l'adunanza validamente costituita e apre la seduta.

..... **O M I S S I S**

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PROGRAMMA GLOBO COMUN – ACCORDO CON IL GOVERNO DELL'ECUADOR

Il Presidente sottopone all'esame del Consiglio di Amministrazione la seguente relazione predisposta dal Settore Internazionalizzazione Didattica e Programmi Europei dell'Ufficio Internazionalizzazione Didattica dell'Area per l'Internazionalizzazione.

Il Presidente evidenzia che tale relazione è relativa alla proposta di stipula dell'accordo tra Sapienza Università di Roma ed il Governo dell'Ecuador per favorire l'accesso e l'iscrizione di studenti ecuatoriani, grazie al finanziamento di borse di studio del programma *Globo Comun*.

L'Ecuador ha recentemente intrapreso un percorso politico che ha inteso imprimere forti cambiamenti all'assetto socio-economico del paese, con il dichiarato obiettivo di rendere più equa e giusta la società, anche attraverso specifiche iniziative di redistribuzione della ricchezza. Tra i principali provvedimenti legislativi approvati, e nel quadro delle nuove strategie educative, vi è la riforma dell'istruzione superiore universitaria, finalizzata a migliorare la qualità della formazione accademica. Nonostante la ridotta dimensione territoriale ed il limitato peso economico rispetto agli altri Paesi della Regione, l'Ecuador è venuto accrescendo, negli ultimi anni, il proprio ruolo nel quadro dei processi di integrazione regionale e, sia per l'attivismo espresso dalla propria diplomazia, sia per oggettive ragioni di ordine geopolitico, si è sempre più accreditato come interlocutore autorevole e punto di riferimento nell'ambito delle dinamiche politiche regionali.

In questo quadro socio-politico si inserisce la proposta di accordo presentata dall'Ambasciata dell'Ecuador al nostro ateneo, basata sull'adesione di Sapienza al programma *Globo Comun*, attraverso il quale il governo nazionale concede borse di studio nel campo dell'istruzione superiore a propri studenti meritevoli. Il programma prevede, in particolare, la collaborazione stretta con le università dei paesi europei che siano maggiormente in grado di offrire alti *standard* di qualità accademica internazionale, con l'obiettivo di contribuire a valorizzare e sviluppare le potenzialità dei propri studenti in vari settori della conoscenza.

Il programma *Globo Comun*, fondato sul concetto di cooperazione tra l'Ecuador ed i governi del resto del mondo, se, da un lato, prevede l'erogazione da parte del paese di origine di borse di studio agli studenti per favorire una formazione accademica di qualità, prospetta dall'altro che gli atenei *partner* concedano alcuni benefici in termini di esenzione dal pagamento delle tasse universitarie e di servizi. Con l'adesione al programma, il nostro ateneo si impegna a concedere l'esenzione dal pagamento delle tasse universitarie per un numero



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Ateneo per il perfezionamento universitario

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The People's Republic of China

limitato di studenti ecuadoriani, al fine di favorire il loro accesso e la loro iscrizione ai corsi offerti da Sapienza.

Dal punto di vista prettamente accademico, la richiesta avanzata dall'Ambasciata dell'Ecuador in Italia prevede l'iscrizione di studenti ecuatoriani di secondo e terzo ciclo, vale a dire già in possesso di un diploma di laurea, intenzionati ad iscriversi ad un corso di laurea magistrale oppure, se in possesso di un diploma equipollente alla nostra laurea magistrale, direttamente al dottorato di ricerca. Le discipline previste dal Programma sono: Scienze umanistiche, Scienze naturali, Matematica, Statistica, Ingegneria, Salute e Benessere, Informatica. L'accesso sarà limitato ai corsi di laurea magistrale che prevedono la sola verifica dei requisiti; Sapienza sarà responsabile della selezione delle candidature presentate da parte ecuadoriana sulla base dei requisiti stabiliti per l'accesso a ciascuno dei corsi di studio di interesse dei candidati.

La proposta dell'Ecuador si inserisce nella nuova strategia di Sapienza, volta a favorire l'attrazione di studenti internazionali e la loro iscrizione ai nostri corsi di studio come previsto dal Piano Integrato 2017-2019, obiettivo operativo 1.5 "Favorire l'iscrizione di studenti stranieri". Inoltre, l'indicatore relativo alla proporzione di studenti iscritti che hanno conseguito il titolo di studio all'estero è stato deliberato dal Consiglio di amministrazione nella seduta del 20.12.2016 quale parametro per l'attribuzione dei fondi della quota premiale FFO, relativamente al parametro D "Valorizzazione dell'autonomia responsabile".

Acquisito il parere del prorettore prof. Bruno Botta, si propone di fissare un numero massimo di 15 studenti per il primo anno accademico e di rivedere tale numero negli anni successivi, se necessario. L'esenzione dal pagamento delle tasse per il numero di studenti proposto permette comunque all'Ateneo, nonostante il mancato introito, di ricevere il costo standard studente come da quota base del FFO, nonché di aumentare il numero di studenti immatricolati con titolo estero.

Alla luce delle considerazioni sopra esposte, il Presidente propone di approvare la stipula dell'accordo tra Sapienza Università di Roma ed il Governo dell'Ecuador, dando mandato al Rettore di sottoscrivere l'accordo e agli uffici competenti dell'Amministrazione Centrale di dare corso a tutti gli atti necessari e consequenziali.

Si evidenzia, infine, che il Senato Accademico nella seduta del 20 aprile 2017 con delibera n.138/17, per quanto di competenza, ha espresso parere favorevole all'adesione da parte di Sapienza all'Accordo con il Governo dell'Ecuador.



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Allegato parte integrante:

- Testo accordo tra Sapienza Università di Roma ed il Governo dell'Ecuador.

Allegato in visione:

- Delibera del Senato Accademico n. 138 del 20 aprile 2017



..... O M I S S I S

Consiglio di
Amministrazione

Seduta del

27 APR. 2017

DELIBERAZIONE N. 181/17

IL CONSIGLIO DI AMMINISTRAZIONE

- **Letta la relazione istruttoria;**
- **Visti il Piano Triennale 2016-2018 e il Piano Strategico 2016-2021, volti a sostenere l'iscrizione di studenti stranieri in linea con l'indirizzo ministeriale e la volontà di cooperare con governi stranieri al fine di favorire una formazione di qualità accessibile a tutti;**
- **Esaminato il testo dell'accordo proposto e preso atto della proposta di fissare un numero massimo di 15 studenti per il primo anno accademico e di rivedere tale numero negli anni successivi;**
- **Vista la delibera del Senato Accademico n. 138 del 20 aprile 2017;**
- **Presenti n. 10, votanti n. 9: con voto unanime espresso nelle forme di legge dal rettore e dai consiglieri: Polimeni, Nocifora, Azzaro, Gras, Altezza, Chiaranza, Marzano e Lodise**

DELIBERA

- **di approvare l'adesione da parte di Sapienza all'accordo con il Governo dell'Ecuador;**
- **di autorizzare il Rettore alla firma dell'accordo con il Governo dell'Ecuador con riferimento al programma di borse di studio Globo Comun;**
- **di dare mandato agli uffici competenti dell'Amministrazione Centrale a dare corso a tutti gli atti necessari e consequenziali.**

Letto e approvato seduta stante per la sola parte dispositiva.

IL SEGRETARIO
Carlo Musto D'Amore

IL PRESIDENTE
Eugenio Gaudio

..... O M I S S I S



**SPECIFIC AGREEMENT OF INSTITUTIONAL COOPERATION BETWEEN THE SECRETARIAT OF
HIGHER EDUCATION, SCIENCE, TECHNOLOGY AND INNOVATION FROM THE REPUBLIC
ECUADOR AND THE SAPIENZA UNIVERSITY OF ROME FROM THE ITALIAN REPUBLIC**

ATTENDANCE.-

At the signing of this Specific Agreement for Institutional Cooperation the Secretariat of Higher Education, Science, Technology and Innovation, legally represented by René Ramirez Gallegos, in his capacity as Secretary of Higher Education, Science, Technology and Innovation, on one side, which for this instrument is called "SECRETARIAT", and the Sapienza University of Rome, represented by Prof. Eugenio Gaudio, in his capacity of Rector who henceforth for the purposes of this instrument will be referred as the "UNIVERSITY". The Parties freely and voluntarily, as it suits their interests and institutional objectives, agree to sign this instrument under the following conditions.

FIRST CLAUSE.- BACKGROUND

1. The Constitution of the Republic of Ecuador, in articles 387 and 388 states it is responsibility of the State to promote the generation and production of knowledge, promote scientific and technological research, and enhance the ancestral knowledge to contribute to the achievement of well-living at Sumak Kawsay; it also declares that the State shall allocate the necessary resources for scientific research, technological development, innovation, scientific training, recovery and development of ancient knowledge and the dissemination of knowledge.
2. The Higher Education Law, in article 4, states that the right to Higher Education is the realization of equal opportunities, based on the merits, to in order to provide access academic and professional training to produce relevant knowledge and excellence; additionally articles 182 and 183 state that the Secretariat of Higher Education, Science, Technology and Innovation is the body that intended for guidance of public higher education policy and to coordinate actions between the executive function and the institutions that compose the higher education system; and that as such it has to design, administer and implement government scholarships policies for Ecuador's higher education sector.
3. The Code for Planning and Public Finance, in its article 65, states that the term non-refundable international cooperation entails a mechanism by which the Republic of Ecuador gives, receives, transfers or exchanges resources, goods, services, capital, knowledge and/or technology in order to contribute or to complement National efforts i to achieve the objectives of planning in congruence with what article 69 determines: that the approval of programs and projects of non-refundable international cooperation are carried out according to the procedures for prioritization of programs and public investment projects to be implemented through the National Secretariat for Planning and Development, with the exception of those recipients who are universities, polytechnics, and that in these cases, programs and projects will be approved by the highest authorities of such institutions, within the framework of the procedures of the national policy on international cooperation and additionally in its article 115 that no entity or public body may undertake any commitments, enter into contracts, nor authorize or incur obligations, without the issuance of a respective Budgetary certification.
4. Through Executive Decree No. 934, of 10 November 2011, published on the Official Gazette 582 of 23 November 2011, the Constitutional President of the Republic Economist Rafael Correa Delgado appoints Eco. René Ramirez Gallegos as the Secretary of Higher Education, Science, Technology



and Innovation, the same which was ratified in office by Executive Decree No. 2 of 27 May 27 2013, published on the Second Supplement of the Official Gazette No. 5 on May 31st, 2013.

5. Through Executive Decree No. 62 of 5 August 2013, published on the Official Gazette 63 of August 21, 2013, and Executive Order No. 131 of 8 October 2013 published in the Supplement to Official Gazette 105 October 21, 2013, paragraph 7 of an unnumbered article added after article 16 of the Statute of the Legal and Administrative System of the Executive Branch, under which the name of the National Secretariat of Higher Education, Science, Technology and Innovation was replaced for "Secretariat of Higher Education, Science, Technology and Innovation".
6. Through Agreement No. 2015-167, of 21 October 2015, the Secretary of Higher Education, Science, Technology and Innovation, resolve issue the Regulation of Scholarships and Economic Aid.
7. Through Office No. MINFIN-DM-2013-0488, of 14 August 2013, the Ministry of Finance, issues a favorable judgment for which was granted to the Secretariat of Higher Education, Science, Technology and Innovation, the Multiannual certification for the component "Development and Implementation of the Scholarships Program for the Financing of Knowledge and Human Talent" for the period 2013-2017. So it is assigned the resources as follows: 2013: USD 91.126.059,00; 2014: USD 133.316.836,00; 2015: USD 128.426.608,00; 2016: USD 105.734.411,00; y, 2017: USD 71.717.235,00.
8. The Sapienza University of Rome was established under decree G.U. – Serie Generale n. 261 - 8.11.2012
9. Professor Eugenio Gaudio is the legal representative of the University in accordance to DM MIUR no. 808 of 24.10.2014

The Parties wish to cooperate for mutual benefit, targeting the development of higher education aligned to scientific research, technology and innovation, which signed this Specific Agreement, subject to the following terms and conditions:

SECOND CLAUSE.- PURPOSE OF THE AGREEMENT

The following cooperation agreement aims to coordinate, articulate and develop actions for inter-institutional cooperation among the Secretariat of Higher Education, Science, Technology and Innovation of the Republic of Ecuador and the Sapienza University of Rome from the Italian Republic , through the implementation of actions that allow providing discounts on Masters studies within the areas of: Arts; Natural Science, Mathematics and Statistics; Information and Communication Technologies; Industry and Construction; Agriculture, Silviculture, Veterinary and Fishing; and Health and Wellness; to those Ecuadorean citizens who have been granted an scholarship by the Secretariat, in order to support the strengthening of human talent.

THIRD CLAUSE.- OBLIGATIONS OF THE PARTIES

3.1 Obligations of the UNIVERSITY

- a) Provide a 100% discount on international tuition fees to the Ecuadorian citizens who have been granted a scholarship by the SECRETARIAT willing to undertake a postgraduate program in the areas of Arts; Natural Science, Mathematics and Statistics; Information and Communication Technologies; Industry and Construction; Agriculture, Silviculture, Veterinary and Fishing; and Health and Wellness at the UNIVERSITY.



- i. The discount is offered for Master of Science programs in the areas of Arts; Natural Science, Mathematics and Statistics; Information and Communication Technologies; Industry and Construction; Agriculture, Silviculture, Veterinary and Fishing; and Health and Wellness; in accordance to the offer available for every academic period.
- ii. Every year the UNIVERSITY will inform the SECRETARIAT, by formal notice, the standard amount of international tuition fees fixed by the Administration and published on their website.
- iii. The maximum number of students who will be beneficiaries of discount is limited to students per intake.
- iv. Candidates will have to apply to the UNIVERSITY Master's Programs by the end of February each year, following the application procedures published on the UNIVERSITY's website.
- v. Candidates who will comply with all the application requirements will receive a conditional letter of acceptance by the end of April each year.

- b) The University, by written notice, will inform the SECRETARIAT, in reasonable time prior to the commencement of each University academic year, the names of the SECRETARIAT's scholarship holders who comply with the UNIVERSITY's entry requirements and have been accepted for entry into the program of their choice, the programs that the student applied for, the academic calendar of it, and other details requested by the SECRETARIAT.
- c) In harmony with its obligations regarding data protection, the UNIVERSITY will facilitate whatever relevant information requested by the SECRETARIAT in regards to scholarship awardees who have been admitted to the UNIVERSITY. This will be carried out as long as a written authorization from the student has been previously provided.
- d) Provide guidance to all Ecuadorean prospective students by facilitating direct contact with the staff to receive support on the application and admission processes.
- e) Offer guidance to all Ecuadorean students admitted to the UNIVERSITY in relation to support services; including international students support, assistance on arrival (if requested by the student), assistance and information on student accommodation, counseling, information about healthcare, access to normal learning skills support, study support, transportation, and information on rights and responsibilities on and off campus. Dispatch to the SECRETARIAT, at the end of each Academic Term, an Academic Transcript outlining the Academic progress of the Ecuadorean students, including grades for each assigned subject, and average grade for the period of studies and the accumulative average grade.
- f) Communicate to the SECRETARIAT and the Embassy of Ecuador, in the case of any fortuity or accident that inhibit the student to conclude the program of studies within the established period. The UNIVERSITY and the SECRETARIAT are committed to work together in order to solve any issue related to these circumstances.

3.2 Obligations of the SECRETARIAT

- a) Grant a scholarship to those Ecuadorean students willing to undertake Master studies on the areas of: Arts; Natural Science, Mathematics and Statistics; Information and Communication Technologies; Industry and Construction; Agriculture, Silviculture, Veterinary and Fishing; and Health and Wellness at the Sapienza University of Rome, in accordance to the current applicable legislation.
- b) Issue the respective award letter in which is reflected: the name of the scholarship holder, the value of the scholarship, and the program in which the student is enrolled.
- c) Inform every year to the UNIVERSITY the postulation dates of its scholarship programs.

- d) Announce, through its website, information related to postgraduate programs offered by the UNIVERSITY under the present Agreement.
- e) The SECRETARIAT will register the academic diplomas obtained by Ecuadorean students in Master programs, in accordance to the current Ecuadorean legislation.

3.3 Mutual Obligations of the Parties

- a) The Parties accept to follow their own procedures and maintain their preset standards in relation to the selection and satisfaction on the basis of admission of Ecuadorean students for Master programs in specialty areas of the Sapienza University of Rome.
- b) The Parties shall identify and act based on their own priorities and respect for the distribution of grants among schools/centers and disciplines. In addition, they shall inform to the interested in scholarships prior to admission is essential to have the appropriate immigration documentation.
- c) The Parties are authorized to use the logo of the other Party in any promotional materials or activities advertising and marketing relating to the subject of this Agreement, upon referral and express written approval of the material to be used by the owner of the logo.
- d) Any other functions arising from this agreement.

FOURTH CLAUSE.- IMPLEMENTATION, MONITORING AND COORDINATION

The implementation, coordination and monitoring of this Agreement will be the responsibility:

- a) from the SECRETARIAT: the Direction of International Relations and the Under Secretariat of Strengthening Knowledge through the Direction of Monitoring and Evaluation of the Strengthening of Knowledge.
- b) from the UNIVERSITY: the International Office

FIFHT CLAUSE.- VALIDITY AND TERM

The present Agreement will have a term of four (4) years from the date of signature and will be renewed whenever the Parties express their willingness to do so by a notification signed by the highest authority of each of the Parties, thirty (30) days prior to the expiration of this Agreement, at which time the duration of the renewal shall be determined again, unless one of the Parties has notified its intention to terminate this Agreement at least thirty (30) days before the date that the complainant institution foresees for its termination.

The agreement shall be reviewed by the Parties in order to assess its compliance, within twelve (12) months from its signing.

SIXTH CLAUSE. - TERMINATION OF THE AGREEMENT

This Agreement may be terminated early due to the following causes:

- a. By non-fulfilment of its purpose.
- b. By deadline of the Agreement, up to fulfilment of the purpose.
- c. By final judgement declaring the termination or invalidity of the Agreement by one of the Parties.



- d. By decision of the Parties, when unforeseen economic, technical, or due to force majeure, it is not possible or desirable of the Parties implement all or part of the Agreement. The Parties may, by mutual agreement, agree on the termination of the agreed obligations in the state they are in; and,
- e. By unilateral termination due to non-fulfilment of the Agreement by a Party, duty verified.

In the case that the Agreement ends on the grounds a) and b) mentioned above, the Parties shall mutual compliance assessment and proceed to sign the minutes of the corresponding settlement. In the event of early termination of this Agreement students who are already enrolled at the UNIVERSITY will be allowed to complete their studies under the terms negotiated in this Agreement.

SEVENTH CLAUSE.- MODIFICATIONS

The terms of this Agreement may be dealt, modified or amended, with appropriate justifications from the interested Parties, through a proposal presented, studied and accepted at least sixty (60) days before the date on which intends to implement the requested changes.

EIGHT CLAUSE. - DISPUTE RESOLUTION

The Parties shall settle amicably and in good faith the disputes, controversies, claims or differences arising between them relating to the scope, interpretation or application of the provisions of this Agreement.

NINTH CLAUSE.- CONTACTS, IMPLEMENTATION AND COORDINATION

The implementation, coordination and supervision of this Agreement will be responsibility of:

1) *The SECRETARIAT:*

a) All matters affecting the terms of this Agreement:

Direction of International Relations
Whymper E7-37 y Alpallana, Quito - Ecuador
Tel: +593 2 2 505656 ext. 227
drii@senescyt.gob.ec

b) All matters concerning individual students:

Under-Secretariat of Strengthening of Knowledge
Direction of Monitoring and Evaluation of Strengthening of Knowledge
Andrade Marín E7-62 y Diego de Almagro, Quito - Ecuador
Tel: +593 2 2562183
becas@senescyt.gob.ec

2) *The SAPIENZA UNIVERSITY:*

a) All matters affecting the terms of this Agreement:

Graziella Gaglione
Head of Unit
Piazzale Aldo Moro 5 – 00185, Rome - Italy
Tel: +39 064 969 0423
graziella.gaglione@uniroma1.it

TENTH CLAUSE.- ACCEPTANCE

The Parties concur with the contents of this Agreement whose provisions are submitted. In witness whereof, the Parties have signed two (2) copies in Spanish and two (2) copies in English; with the Spanish and English having the same legal force.

Representing the Sapienza University of Rome:	Representing the Secretariat of Higher Education, Science, Technology and Innovation:
Prof. Eugenio Gaudio Provost Sapienza University of Rome	Eco. René Ramírez Gallegos Secretary for Higher Education, Science, Technology and Innovation
Given in the city of Rome on day XX month XXX of 2017	Given in the city of Quito on day XX month XXX of 2017