



THE UNIVERSITY
of NORTH CAROLINA
at CHAPEL HILL

COOPERATION AGREEMENT BETWEEN
THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL
CENTER FOR EUROPEAN STUDIES
AND
INSTITUT D'ETUDES POLITIQUES DE GRENOBLE
(SCIENCES PO GRENOBLE - UGA)
FOR THE IMPLEMENTATION OF
A DOUBLE DEGREE PROGRAM AT MASTER'S LEVEL

PREAMBLE

This Cooperation Agreement ("Agreement") is made and entered into as of the date of the last signature below ("Effective Date"), by and between The University of North Carolina at Chapel Hill ("UNC-Chapel Hill") in the United States of America, for its Center for European Studies ("CES"), and Institut d'études politiques de Grenoble ("Sciences Po Grenoble - UGA"). UNC-Chapel Hill and Sciences Po Grenoble - UGA each is referred to as an "Institution" and collectively as "Institutions". This Agreement contemplates the collaboration of the Institutions in implementing the TransAtlantic Masters Program ("TAM", "TAM Program" or "Program"), European Governance Track and/or Comparative Climate Change Track at UNC-Chapel Hill, and the European Governance Program and the Transitions Ecologiques program at Sciences Po Grenoble - UGA, leading to the awarding of a double degree.

RECITALS

WHEREAS, both Institutions recognize that cultural and educational relationship among institutions from different countries is essential to mutual understanding of cultures and the advancement of global student education and scholarship; and

WHEREAS, both Institutions wish to enhance their reputations as providers of international education opportunities for students; and

WHEREAS, CES at UNC-Chapel Hill organizes the TAM Program, under the European Governance Track and/or Comparative Climate Change Policy Track, and Sciences Po Grenoble - UGA organizes the European Governance Program and the Transitions Ecologiques program.

NOW THEREFORE, in consideration of the mutual understandings, covenants, and undertakings set forth herein, and for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, it is agreed as follows:

1. PROGRAM STRUCTURE.

1.1 Program Overview. Participants will pursue two years of graduate study at UNC-Chapel Hill and at Sciences Po Grenoble - UGA that will lead to the awarding of a double master's degree: a Master of Arts (MA) in Political Science from UNC-Chapel Hill and the Diplôme de l'Institut d'Etudes Politiques (Diploma) of Sciences Po Grenoble - UGA.

1.2 Application and Admissions.

1.2.1 In order to be admitted to the Program, participants must meet the admissions requirements for the relevant degree at each Institution. Criteria and procedure for admission are established by each Institution.

1.2.2 All Participants must initially apply to and be admitted by the UNC-Chapel Hill Graduate School into the Program and communicate their intention to also study at Sciences Po Grenoble - UGA at the time of application.

1.2.3 For Participants who were not enrolled at Sciences Po Grenoble - UGA at undergraduate level: With the applicant's written consent, CES will share application materials and assessment of Program coursework with Sciences Po Grenoble - UGA before June 1st for Participants requesting to spend the second year of the Program at Sciences Po Grenoble - UGA.

1.2.4 For Participants who were enrolled at Sciences Po Grenoble - UGA at undergraduate level: They must also apply to and be admitted by Sciences Po Grenoble - UGA and communicate their intention to also study at UNC-Chapel Hill at the time of application.

1.2.5 The Institutions will agree by common accord on the final list of participants admitted in the program.

1.2.6 The Institutions shall not engage in any discrimination, harassment, or retaliation on the basis of age, color, disability, gender, gender expression, gender identity, genetic information, national origin, race, religion, sex, sexual orientation or veteran status.

1.3 Program of Study.

1.3.1 Participants will spend two academic years (five semesters/terms) in the Program, completing one year (two semesters) of full-time study at UNC-Chapel Hill, followed by one year (two semesters) of full-time study at Sciences Po Grenoble - UGA, and a summer term. Participants will complete at least 60 European Credit Transfer System (ECTS) credits at Sciences Po Grenoble - UGA. The first year of study, spent at UNC-Chapel Hill, will be transferred in on the Sciences Po Grenoble - UGA side.

1.3.2 After the first year of the Program, CES will provide Sciences Po Grenoble - UGA with a written assessment of coursework and research for the Participants who will enroll at Sciences Po Grenoble - UGA, as well as all relevant syllabi of courses taken by each participant.

- 1.3.3 Both Sciences Po Grenoble-UGA and UNC-Chapel Hill will provide a faculty thesis supervisor, and the thesis advisors will work together to supervise a Participant's thesis. The thesis must be approved and accepted by both Institutions in conformity with applicable examination regulations. The thesis will count towards the requirements for both degrees.
- 1.3.4 Each Institution will have responsibility for administration and delivery to Participants of all academic curricula of that Institution. At UNC-Chapel Hill, all courses will be delivered live and in English. At Sciences Po Grenoble - UGA, in the European Governance program, all courses will be delivered live and in English, with the exception of a few non-mandatory courses; in the Transitions Ecologiques program, all courses will be delivered live and in French or English.

1.4 Awarding of Academic Credit and Degrees.

- 1.4.1 Each Participant will receive a separate transcript from each Institution documenting the courses completed at each Institution and the marks that were earned, provided that the Participant has met all related obligations at the host Institution.
- 1.4.2 UNC-Chapel Hill will award academic credit at its discretion, in accordance with its established policies and procedures, to Participants who successfully complete a course of study in the Program at Sciences Po Grenoble - UGA and UNC-Chapel Hill. Sciences Po Grenoble - UGA will permit UNC-Chapel Hill's review of all syllabi and other curriculum material to determine transfer of academic credit.
- 1.4.3 Sciences Po Grenoble - UGA will award academic credit at its discretion, in accordance with its established policies and procedures, to Participants who successfully complete a course of study in the Program at Sciences Po Grenoble - UGA and UNC-Chapel Hill. UNC-Chapel Hill will permit Sciences Po Grenoble - UGA review of all syllabi and other curriculum material to determine transfer of academic credit.
- 1.4.4 Each Institution will retain its discretion over how to evaluate Participants' progress and performance for coursework completed at the Institution.
- 1.4.5 UNC-Chapel Hill and Sciences Po Grenoble - UGA will each award separate degrees based on a Participant's fulfillment of the degree requirements at each Institution.
- 1.4.6 Upon successful completion of the Program, Participants shall be awarded the following degrees:
 - At UNC-Chapel Hill: MA in Political Science, Concentration European Governance or Comparative Climate Change Policy
 - At Sciences Po Grenoble - UGA: Diplôme de l'Institut d'Etudes Politiques de Grenoble Parcours European Governance ou Parcours Transitions Ecologiques. This degree corresponds to a second cycle degree, Master level, giving access to a third cycle degree equivalent to a PhD level in Europe.

2. PROGRAM ADMINISTRATION.

2.1 Coordinators. The Coordinators designated below agree to meet at least one time per year.

2.1.1 Academic Coordinators. Each Institution's Academic Coordinator designated below will oversee curricular matters for the Program and serve as thesis advisor for Participants.

UNC-Chapel Hill:

Dr. Priscilla Layne, Director
Center for European Studies

Sciences Po Grenoble - UGA:

Dr. Fabien Terpan
Senior Lecturer and Jean Monnet Chair in
EU Law and Politics

2.1.2 Program Coordinators. Each Institution's Program Coordinator designated below will have day-to-day coordination and management responsibility for their Institution's respective obligations under this Agreement.

UNC-Chapel Hill:

Dr. Sarah Hutchison, Associate Director
Center for European Studies

Sciences Po Grenoble - UGA:

Mrs. Marilou Sourdivé
International double degrees coordinator

2.2 Status and Rights of Participants.

2.2.1 Participants will be enrolled at UNC-Chapel Hill as degree seeking students for the duration of the Program.

2.2.2 Sciences Po Grenoble - UGA will enroll Participants as degree-seeking students during the second year of the Program. Sciences Po Grenoble - UGA will provide Participants with rights and privileges customarily offered to students of their status, such as access to facilities and libraries, and counseling and advising services appropriate to the Program. Sciences Po Grenoble - UGA will assist Participants to find suitable accommodation, and UNC-Chapel Hill will advise Sciences Po Grenoble - UGA of any known accessibility needs and reasonable accommodation requests for Participants, if applicable.

2.2.3 Sciences Po Grenoble - UGA and UNC-Chapel Hill will assist Participants (if needed) with appropriate documentation and information for obtaining any necessary visas or other immigration documents for entry and study. However, Participants will assume full responsibility for obtaining and maintaining the appropriate visa and for submitting required documents.

2.2.4 Participants will be subject to the requirements, policies and rules of the host Institution and the host country. Either Institution shall have the right to unilaterally terminate a Participant's participation in the Program if a Participant violates the policies or rules of either Institution, violates the laws of the host country, or is otherwise a threat to the health, safety, or well-being of the Participant or others.

2.3 Orientation Materials and Services. Sciences Po Grenoble - UGA and UNC-Chapel Hill will provide to Participants orientation materials, which will include information on local living conditions, expectations, and all rules, regulations, and policies (including but not limited to ethical standards, privacy policies, safety and security policies, personal security policies, conduct code, disciplinary procedures) that apply to Participants.

2.4 Notification.

2.4.1 Subject to compliance with data protection and privacy law applicable to the respective Institution, each Institution will use reasonable efforts to notify the other upon becoming aware if the health, safety, or well-being of a Participant is at risk.

2.4.2 Notwithstanding the foregoing, Sciences Po Grenoble - UGA agrees to promptly provide UNC-Chapel Hill with any reports and related information alleging harassment or discrimination, which includes sexual violence, sexual assault, dating violence, domestic violence and stalking, involving Participants from UNC-Chapel Hill, so that those Participants can be notified of accessible options, resources, and supported services, and the appropriate entity can take appropriate action.

2.4.3 Notwithstanding the foregoing, UNC-Chapel Hill agrees to promptly provide Sciences Po Grenoble - UGA with any reports and related information alleging harassment or discrimination, which includes sexual violence, sexual assault, dating violence, domestic violence and stalking, involving Participants from Sciences Po Grenoble - UGA, so that those Participants can be notified of accessible options, resources, and supported services, and the appropriate entity can take appropriate action.

2.5 Program Promotion and Use of Name.

2.5.1 Each Institution will promote the Program through communication and advertising activities in accordance with its promotional policies, procedures, and ethical standards. All statements regarding the Program will be fair and accurate, including any representations made regarding accreditation.

2.5.2 Each Institution grants the other the right to use its name, logo, or trademarks for purposes of promoting the Program. All other uses of the other Institution's name, logo, or trademark requires written permission in advance.

3. FINANCIAL OPERATIONS.

3.1 Tuition and Fees.

3.1.1 All Participants will pay tuition only to UNC-Chapel Hill, and CES will set tuition. UNC-Chapel Hill will pay Sciences Po Grenoble - UGA a compensation of US\$9,000 per Participant towards the provision of training and supervision by Sciences Po Grenoble - UGA faculty members. Sciences Po Grenoble - UGA will invoice CES for the fee no later than December 1st.

3.1.2. Participants seeking the Sciences Po Grenoble - UGA degree officially transfer to Sciences Po Grenoble - UGA in year two but will still be charged tuition through UNC-Chapel Hill.

3.2 Other Financial Obligations of Participants. Participants will be responsible for travel costs, extracurricular activities, personal and living expenses, books and supplies, medical insurance and medical expenses exceeding insurance coverage. Participants are required to obtain medical insurance that meets the requirements of both UNC-Chapel Hill and Sciences Po Grenoble - UGA, and the Institutions will provide Participants with information on medical insurance requirements, cost, and scope of coverage.

4. TERM, TERMINATION AND TRANSITION.

4.1 Agreement Term. This Agreement will remain in effect for five years, unless sooner terminated pursuant to this Agreement.

4.2 Termination for Convenience. Either Institution may terminate this Agreement for any reason by providing 90 days advance written notice.

4.3 Termination Conditions. Either Institution ("Terminating Institution") may terminate this Agreement immediately by providing written notice to the other Institution if:

- (a) An Institution fails to perform in material respect any of obligations contained in this Agreement, and such failure is not remedied within 15 days after it receives written notice from the Terminating Institution;
- (b) An Institution ceases to be authorized to operate under the law of its respective jurisdiction, or loses an institutional accreditation;
- (c) The Terminating Institution believes any of the following in good faith: (i) that the other Institution is in breach of any applicable law; (ii) that continued participation in the Program will put the health or safety of its students or personnel at risk; or (iii) that continuation of the Program will cause the Terminating Institution to be in violation of applicable law, regulation, or accreditation standards, policies, or procedures; or
- (d) Any activity in relation to this Agreement is deemed to violate either Institution's standards of academic freedom, academic integrity, or academic rigor.

4.4 Transitional Arrangements. Prior to the effective date of expiration or termination of this Agreement under this Section, the Institutions will agree in writing on a transition plan for Participants to finish the Program. This Agreement will continue to govern until all Participants complete the Program and any related obligations.

5. ADDITIONAL TERMS.

5.1 Intellectual Property and Confidentiality.

5.1.1 Ownership of intellectual property generated during and related to the performance of this Agreement shall be treated in accordance with applicable UNC-Chapel Hill policies, including but not limited to, the Patent and Invention Policy (<https://policies.unc.edu/TDClient/2833/Portal/KB/ArticleDet?ID=132139>) and the Copyright Policy

(<https://policies.unc.edu/TDClient/2833/Portal/KB/ArticleDet?ID=132138>).

- 5.1.2 While at UNC-Chapel Hill, Participants or Sciences Po Grenoble - UGA may acquire information, data, procedures, and techniques that are confidential and/ or proprietary information of UNC-Chapel Hill or of third parties to whom UNC-Chapel Hill has obligations of confidentiality. Participants and Sciences Po Grenoble - UGA agree not to disclose such information to others and not to use such information except to conduct UNC-Chapel Hill activities. Confidential information shall also include information derived from such information.
 - 5.1.3 Activities will be carried out without disclosure of either Institution's confidential or proprietary information. If it is necessary for the Institutions to disclose such information, the disclosing Institution will notify the receiving Institution in advance in writing, and the Institutions will agree on reasonable terms for the protection of such information.
- 5.2 Compliance with Law. The Institutions agree to take no action, or omit to take action, that would cause either Institution to violate applicable law, including but not limited to:
- 5.2.1 Anti-bribery. Each Institution (including its members, trustees, directors, officers, and employees) will adhere to and comply with all applicable anti-bribery laws. Neither Institution will directly or indirectly offer, give, promise to give or authorize the giving of any money, loan, gift, donation, or other thing of value to induce a government official to do or to omit from doing any act in violation of their lawful duty, in order to obtain any improper advantage, or to induce a government official to use his or her influence improperly to affect or influence any act or decision.
 - 5.2.2 Privacy and Student Records. The Institutions may disclose to each other records and personally identifiable information ("Data") about a Participant or candidate for the Program for purposes related to the Program, or as otherwise authorized by the student. The Institutions agree to use, maintain, disclose and otherwise process Data in accordance with all laws and accreditation standards and policies applicable to the respective institution. The Institutions agree to use Data only for the purpose for which the disclosure was made and not to re-disclose Data without the prior written consent of the student. Pursuant to applicable law, the Institutions shall notify the other prior to disclosing Data in response to a court order, subpoena, warrant, summons, or other judicial directive. The Institutions shall implement and maintain appropriate safeguards to protect the privacy, security, and confidentiality of all Data and will take reasonable measures to protect said Data against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access.
 - 5.2.3 Incentive Payment Rule. The Institutions agree not to pay any commission, bonus, or other incentive payment based in any part, directly or indirectly, on success in securing enrollments or financial aid to any person or entity engaged in any Program student recruitment or admission activities or in making decisions regarding the award of student financial assistance.

5.2.4 Export Control. The Institutions agree to comply with all applicable law in respect of export control in the performance of this Agreement.

5.3 Accreditation and Quality Assurance.

5.3.1 Each Institution represents and warrants that it is appropriately accredited, and the accreditation of each Institution does not extend to the other Institution. UNC-Chapel Hill is accredited by the Southern Association of Colleges and Schools Commission on Colleges ("SACS"). Sciences Po Grenoble - UGA is accredited by the Ministry of Higher Education.

5.3.2 Establishment and continuance of the Program is contingent upon each Institution obtaining approvals as required by institutional and programmatic accrediting or regulating bodies or as otherwise required by law.

5.3.3 All Program courses and other relevant materials and websites shall be available for evaluation and inspection by each Institution and their accreditors at any time. The Institutions will retain records relating to this Agreement in accordance with their record retention policies or for such other period as required by applicable law or by threatened or pending litigation, in which case the period of retention will continue until final disposition of such claim.

5.3.4 Each Institution hereby grants access to the other Institution and its duly authorized representatives to any books, documents, papers, and records of the other Institution directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. For UNC-Chapel Hill such representatives shall include the North Carolina State Auditor and the Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

5.4 Representations. Each Institution represents that, for the term of this Agreement: (a) it is in good standing and an authorized educational institution under the law of its respective jurisdiction; (b) it is expressly and duly authorized by its respective governing boards to execute this Agreement; and (c) to its knowledge, there are no legal restrictions or bars to it entering into and performing under this Agreement. Further, Sciences Po Grenoble-UGA represents that it has never sought certification or eligibility to participate in, and has never participated in, federal student financial aid programs under Title IV of the U.S. Higher Education Act of 1965 (as amended).

5.5 Governing Law. This Agreement, including this Section, will be construed in accordance with the terms and conditions set forth in this Agreement, and the law of the State of North Carolina, without regard to choice or conflict of laws principles that would cause the application of any other law.

5.6 Dispute Resolution. The Institutions will use best efforts to negotiate in good faith and settle any dispute may relate to this Agreement. In the event the dispute is not resolved, the Institutions are free to pursue other remedies in accordance with applicable law.

5.7 Liability and Indemnification.

- 5.7.1 The relationship of the Institutions under this Agreement shall be that of independent contractors. Neither institution shall be deemed nor hold itself out as being, an agent of the other Institution. For purposes of this Agreement, Participants are not considered employees or agents of either Institution.
- 5.7.2 Neither Institution shall be liable nor deemed to be in default of this Agreement for any delay or failure in performance under this Agreement by reason of any circumstance beyond its reasonable control, including, without limitation, fire, explosion, power failure, health crisis or epidemic, acts of God; war, revolution, civil commotion, acts of public enemies or labor unrest; or action by or measures of any governmental authority; then the Institution thereby affected shall be excused from its performance on a day-to-day basis to the extent of such interference.
- 5.7.3 To the extent permitted by the North Carolina Tort Claims Act, N.C.G.S. § 143-291, *et seq.*, each Institution (“Indemnifying Institution”) agrees to indemnify, hold harmless, and defend the other Institution (“Indemnified Institution”) and any officer, director, trustee, employee, or agent of the Indemnified Institution, and its respective successors and assigns, from and against all claims, demands, actions, liabilities, damages, and expenses, arising out of the misconduct or negligence of the Indemnifying Institution, or any employee or agent of the Indemnifying Institution, in the performance of this Agreement
- 5.7.4 The Institutions agree that nothing in this Agreement constitutes a waiver of sovereign immunity, and that UNC-Chapel Hill’s obligations are limited to the extent and manner of recovery provided in the North Carolina Tort Claims Act.
- 5.7.5 Neither Institution shall be liable for any indirect, consequential, or punitive damages.
- 5.8 Insurance Coverage. Sciences Po Grenoble - UGA shall maintain for the term of the Agreement customary professional and general liability insurance. UNC-Chapel Hill is self-insured, and coverage is set forth on the Certificate of Coverage issued by the N.C. Department of Insurance. A copy of each Institution’s certificate of coverage can be provided upon request.
- 5.9 Non-Exclusivity. This Agreement is non-exclusive, and the Institutions are free to engage and collaborate with any other institution for any purpose.
- 5.10 No Third Party Beneficiary. This Agreement is not intended to create and does not create any rights in or benefits to any third party.
- 5.11 Waiver. Failure of either Institution to exercise any of its rights under this Agreement will in no way constitute a waiver of those rights, nor will such failure excuse the other Institution from any of its obligations under this Agreement. No waiver of any terms of this Agreement shall be valid unless in writing and signed by authorized representatives of both Institutions.
- 5.12 Severability. Should any term or condition of this Agreement be determined to be unlawful by an adjudicative body with jurisdiction over the Institutions, the remaining terms and conditions

of this Agreement will continue to remain in force and effect and will be interpreted so as best to effectuate the original intention of the Institutions.

- 5.13 Survival. Obligations under this Agreement, which explicitly or by their nature, would continue beyond the termination or expiration of this Agreement, will survive termination or expiration of this Agreement.
- 5.14 Assignment. Neither Institution may assign, subcontract, or otherwise transfer its obligations under this Agreement, in whole or in part, without the prior written consent of the other Institution.
- 5.15 Amendment. This Agreement may be amended only by written agreements signed by authorized representatives of both Institutions.
- 5.17 Notices and Communications. Any notices concerning this Agreement will be in writing, in English, and directed to the other Institution's Program Coordinator.
- 5.18 Entire Agreement. This Agreement, and all attachments and exhibits, contains the entire terms and conditions applicable to this Agreement and supersedes any prior written or oral agreements or understandings between the Institutions with respect to its subject matter.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives.

Sciences Po Grenoble - UGA

**The University of North Carolina
at Chapel Hill**

Simon Persico, Date
Director of Sciences Po Grenoble - UGA

Barbara J. Stephenson, PhD Vice Provost for Global Affairs and Chief Global Officer U.S. Ambassador (Retired)	Date
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