

FOR
DUAL DEGREE PROGRAM
BETWEEN
WIDENER LAW DELAWARE
ANO
UNIVERSIDADE DA CORUÑA

#### **PARTIES**

Widener Law Delaware (hereinafter "Delaware Law"),a private institution with a professional focus on law, located at 4601 Concord Pike, Wilmington, Delaware 19803; and

Universidade da Coruña, (hereinafter "UDC"), a public comprehensive university, located at Rua da Maestranza 9, 15001, A Coruña (Spain).

In May, 2015, Delaware Law and UDC (hereinafter "Universities") do hereby enter into this Dual Degree Program Agreement (hereinafter "Agreement").

#### **PURPOSE**

The purpose of this Agreement is to foster a spirit of cooperation between the Universities and, thereby, provide students with an opportunity to earn degrees from both Universities.

#### **ARTICLE 1: PROGRAM OF STUDY**

- a. The program of study shall be mutually agreed upon between the Universities. The Universities shall allow up to 12 transfer course credits towards the Dual Degree Program of Study for the completion of the *Mestrado en Asesoramento Xurídico Empresarial*, hereinafter "MAXE" at Universidade da Coruña and the Master of Laws, hereinafter "LLM" at Delaware Law.
- b. The 12 credits of transferred course work will be counted for credit at each of the Universities "Double Counted". Such Double Counted courses (to be attached hereto as Appendix 1) will be mutually agreed upon between the Universities.
- c. Each of the Universities will grant separate academic degrees bearing only its name, seal, and signature.
- d. A participating student from UDC will spend an equivalent of one semester enrolled in MAXE. Upon satisfactory completion of 30 ECTS credits, the student may apply to the Dual Degree Program, and upon acceptance, complete courses and degree requirements at Delaware Law. Successful completion of required course work will lead to Dual Degree, consisting of the MAXE diploma from UDC and an LLM Delaware Law.
- e. Delaware Law agrees to provide UDC with information, literature and materials regarding its academic programs, and UDC agrees to promote these programs among its students.
- f. Such promotion by UDC shall encompass, but not be limited to, distribution of materials regarding Delaware Law's academic programs, periodic webinars, Skype meetings with Delaware Law administrators, and counselling of students interested in Delaware Law's programs. Oversight of such promotion at UDC will be by the designated individual identified in Article 8.



## ARTICLE 2: STATUS OF STUDENT

- a. It is agreed and understood that each University has the right and responsibility to make changes to its curricula and enrolment standards to maintain its academic integrity and meet accreditation standards. Any such changes that impact upan the Dual Degree Program will be promptly communicated to the other University in writing.
- b. During the period of stay at Delaware Law, students shali retain their student status at UDC.
- c. While attending Delaware Law, Dual Degree Program students shall have the same status as Delaware Law LLM students and be subject to the same Delaware Law rules, regulations, rights, and privileges as Delaware Law LLM students.
- d. Ali campus facilities will be available to Dual Degree Program students upon the same conditions and privileges granted other Delaware Law LLM students. This privilege does not extend to spouses and/or dependents.
- e. University students will be made aware of the courses that are available at both Universities and the courses that can be used to meet Dual Degree Program requirements, attached as Appendix 1.

#### **ARTJCLE 3: ADMISSIONS**

- a. A student who expresses an interest in the Dual Degree Program must meet the prerequisite requirements for enrolling in MAXE at UDC and for an LLM from Delaware Law.
- b. UDC is responsible for informing students of the requirements for admission to Delaware Law.
- c. Each applicant for admission to the Dual Degree Program must submit a Dual Degree Application and an official transcript from UDC to the Graduate Programs Office at Delaware Law.
- d. Students shall apply separately to both Universities, and admission to each University respectively is the sole discretion of that University. Both Universities will allow space on their applications to identify the student's intent to enter into the Dual Degree Program.
- e. Delaware Law wili promptly inform UDC if a Dual Degree Program student withdraws or does not successfully complete the required credits.
- f. Ali Dual Degree transferred courses listed in Appendix 1, given double counting by Delaware Law are required to reflect a performance deemed passing on the official transcript from UDC.
- g. Ali students shali possess language ability sufficient for comprehension of lectures and for completion of assignments at Delaware Law. Students selected for the Dual Degree Program wili meet a minimum of 83 on TOEFL or 6.0 on IELTS.
- h. It is the responsibility of all Dual Degree students to possess a valid student visa of sufficient duration in accordance with the laws of the United States prior to their arrival at Delaware Law.

## **ARTICLE 4: FEES ANO EXPENSES**

- a. Dual Degree Program students shall be responsible for payment of tuition and fees to Delaware Law.
- b. Prospective Dual Degree Program students seeking financia! assistance may apply for public or private scholarships in their country of origin prior to arrival.
- c. Dual Degree Program students will be responsible for all costs associated with travel, student visa, law books, health care, including health and other necessary insurance, transportation, accommodations, living expenses and any other costs associated with the Dual Degree Program.

### ARTICLE 5: HOUSING

Delaware Law shall assist Dual Degree Program students in securing suitable residence such as dormitories or off campus affordable housing.

#### **ARTICLE 6: PRIVACY**

In accordance with the Family Educational Rights and Privacy Act of 1974, student personal information will be used only by office personnel and university officials and will not be released to third parties without written student consent.

#### **ARTICLE 7: ADDITIONAL CONDITIONS**

- a. Under the terms of this Agreement, neither University is obligated to make any payments of any kind to the other University.
- b. This Agreement will, in no way, be interpreted as creating an agency between the Universities, or as giving rise to a joint venture or partnership between the Universities. No employee of either University shall be deemed to be an employee of the other for any purpose.
- c. This Agreement is intended to solely benefit both Universities and is not intended to create rights in any third party.

## **ARTICLE 8: OVERSIGHT**

Each University will appoint a designated individual within its respective University to have oversight authority with regards to the implementation of the Dual Degree program. Upon execution of this agreement each University will notify the other in writing of the identity of the person with such oversight authority. In the event either University changes the identity of such person, it will notify the other University in writing.



## UNIVERSIDADE DA CORUNA

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#### ARTICLE 9: DURATION/AMENDMENTS

- a. This Agreement shall become effective on the date of execution by all parties.
- b. This Agreement may be terminated by either party within ninety (90) days written notice. If this Agreement is terminated, students who have already been admitted to the Dual Degree Program shall have the opportunity to complete their degree.
- c. This Agreement constitutes the entire understanding between Universities and supersedes any prior agreements, understandings, covenants, representations, and warranties, oral or written, not incorporated herein.

#### **ARTICLE 10: DISPUTES/INTERPRETATION**

- a. At the request of either University, a meeting will be held to resolve any problems, monitor the progress of, or make improvements in the implementation of this Agreement.
- b. Any dispute related to the interpretation of this Agreement shall be settled amicably between the parties. This Agreement shall be governed by and construed in accordance with the substantive laws of in the jurisdiction of the State of Delaware in the United States of America.

#### IN WITNESS WHEREOF,

Widener Law Delaware

Erin Daly, Dean

Delaware Law has caused their fully authorized representative to execute this Agreement on the dates indicated below with the authorized representative of UDC.

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Signature:——Date:

## **ANNEX 1 (DOUBLE COUNTED CREDITS)**

## FIRST SEMESTER

#### **COURSES**

## **Introduction to Corporate Law (15 ECTS)**

- Market Law and freedom of market
- Businessmen and Corporations: general concepts of corporate Law
- Com pany Law
- Tax Law
- Labor Contracts
- E-commerce
- Intellectual Property Law
- Corporate-social responsibility
- Administrative licenses regarding corporations

## Contract Law (10ECTS)

- Consumer contracts
- Commercial contracts
- Public contracts
- 1 nternational corporate contracts

## **Conflict Resolutions (SECTS)**

- Corporate Law special procedures
- Alternative Dispute Resolution
- Insolvency procedures

## Administrative Law (5ECTS)

- Administrative control of enterprises
- Infractions and punishment Law



## **SECOND SEMESTER**

#### **COURSES**

- The American Legal System (3 credits)
- LLM Legal Research, Writing & Analysis (3 credits)
- Business Organizations (4 credits)
- Business Principies (2 credits)
- Securities Regulation (3 credits)
- Seminar: Advanced Corporations (2 credits)

Widener Law Delaware

Erin Daly, Dean

Signature < ? G . 0/0 Date:  $-1/L \setminus 1/L \setminus$ 

And

Universidade da Coruña

Xosé Luis Armesto Barbeito, Rector

#### PLAN DE ESTUDIOS

En el año 2015 se ha puesto en marcha una modificación del Plan de Estudios del Maxe, con el fin de solventar algunos desajustes derivados del anterior. En ese sentido, el nuevo Plan de Estudios incorporará los mismos módulos/materias que el anterior, si bien ha sido necesario realizar una reasignación de créditos entre ellos/as.

Dicha reasignación no afecta sustancialmente ni a la carga docente de los mismos, ni a los contenidos y objetivos del máster.

Fruto de dicha modificación, el Plan de estudios del MAXE quedará como sigue:

PRIMER CURSO ACADÉMICO (PRIMER Y SEGUNDO CUATRIMESTRE)

- 1.PARTE FORMATIVA GENERAL
- -"Introducción al asesoramiento de la empresa" 18 ECTS
- a) Libertad de empresa: organización jurídica de la empresa. El empresariado (6 ECTS)
- b) Organización contable-fiscal de la empresa (6 ECTS)
- c) Los derechos fundamentales en las organizaciones empresariales (6 ECTS)
- "Contratación mercantil, pública e internacional", 9 ECTS
- a) Contratos privados (6 ECTS)
- b) Contratos públicos (3 ECTS)
- "Ilícitos penales, administrativos y laborales" 6 ECTS
- "Resolución de conflictos de la empresa" 6 ECTS
- " Metodología": 3 ECTS
- 2. ESPECIALIDADES OPTATIVAS
- -"Derecho Inmobiliario y de la construcción": 18 ECTS
- a) Derecho inmobiliario y de la construcción I (6 ECTS)
- b) Derecho inmobiliario y de la construcción II (6 ECTS)
- C) Derecho inmobiliario y de la construcción III (6 ECTS)
- "Derecho Ambiental": 18 ECTS
- a) Introducción al Derecho ambiental y a las técnicas de protección ambiental (6 ECTS)
- b) Análisis de las técnicas de protección ambiental (6 ECTS)
- c) Legislación sectorial y Clínica ambiental (6 ECTS)

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- "Derecho Urbanístico": 18 ECTS
- a) Derecho Urbanístico I (6 ECTS)
- b) Derecho Urbanístico II (6 ECTS)
- C) Derecho Urbanístico III (6 ECTS)

SEGUNDO CURSO ACADÉMICO (TERCER CUATRIMESTRE)

- -"Prácticas externas": 18 ECTS
- -"Trabajo Fin de Máster": 12 ECTS

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