LICENS E AGREEMENT

Agreement (this “Agreement”) made as of this ___ day of _____________, 2014 by and between St. John’s University, S.R.L., having an office at Via Marcantonio Colonna, 21A, 00192 Rome, Italy (hereinafter referred to as “Licensor” or “St. John’s”) and ________________________, a not-for-profit institution of higher learning having an office at ____________________ (hereinafter referred to as “Licensee”).

WITNESSETH

Licensee has requested that Licensor make lodging and classroom(s) available at its site located at Via Marcantonio Colonna, 21A, 00192 Rome, Italy (the “Facility”) for use by Licensee’s students that are at least eighteen (18) years of age that are participating in Licensee’s study abroad program (the “Participants”). Licensor has agreed to provide Licensee with a license to use the Facility for lodging and instructional use by the Participants and Licensee has agreed to accept the license upon the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. License:

   (a) The period of the License (the “License Period”) shall be ________________, 2014 (the “Arrival Date”) through ________________, 2014 (the “Departure Date”).

   (b) The License shall cover:

      _______ of Accommodations (each bed within each single, double or triple occupancy rooms as determined and designated by Licensor is referred to herein as an “Accommodation” and collectively as the “Accommodations” and, collectively with the Classrooms, the “Licensed Space”)

      _______ Hours of classroom usage at Euro ___ per hour (each classroom referred to herein as a “Classroom” and collectively as the “Classrooms”)

      _______ of Participants
The fee for the License Period shall be _____ (_____ ) Euro (the “License Fee”) (inclusive of VAT), which amounts to ___________ (________ ) per Accommodation per night (the “Per Accommodation Fee”) plus classroom usage as set forth in Section 1.

2. **Payment:**

   (a) Licensee shall pay a 10% deposit of €_______ (________ ) Euro (the “Deposit”) in order to secure the Accommodations. The deposit will be refundable up to 90 days prior to the Arrival Date upon receipt of a written request by the Licensee to cancel the Accommodations. The 10% deposit will become non-refundable starting from the 90th day prior to arrival.

   (b) Licensee shall pay the balance of the License Fee of ___________ (________ ) Euro on or before the date that is forty-five (45) days prior to the Arrival Date.

   (c) In the event that Licensee cancels its license with respect to all or a portion of the Accommodations licensed hereunder, Licensee shall pay Licensor in accordance with Exhibit A attached hereto. This payment shall be considered liquidated damages, it being agreed that Licensor’s damages in connection with said cancellation might be impossible to ascertain and that said amount constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

   (d) All payments shall be paid, in each case, by check made payable to St. John’s University, S.R.L. or by wire transfer of immediately available funds. Licensor will provide wire instructions upon Licensee’s request.

   (e) In the event that Licensee fails to make the payment referred to in Section 2(b) hereof on the date such payment shall become due and fails to notify Licensor that it is canceling its license of Accommodations hereunder, Licensor shall have the right, exercisable in its sole discretion to either: (i) charge Licensee interest on such unpaid amount at the lesser of 1.5% per month (appropriately pro rated for partial months) or the maximum rate permitted by law and permit Licensee to occupy the Premises as provided herein; or (ii) terminate this Agreement and be entitled to the remedies described in Section 9(a) hereof.

3. **Licensed Space:**

   (a) The Accommodations shall be reserved exclusively for use by the Licensee and the Participants during the License Period, provided that all payments are made in accordance with Section 2 above. The Classroom(s) shall be reserved exclusively for use by the Licensee for a total of ______ hours during the License Period as designated by the Licensee.

   (b) While Licensor shall make reasonable efforts to do so, Licensor shall not have any obligation to increase the number of Accommodations beyond those reserved for the License Period under this Agreement. To the extent Licensor does make additional Accommodations available to Licensee, Licensee shall pay to Licensor an additional license fee at the agreed upon Per Accommodation Fee and classroom set forth in Section 1.
The Accommodations consist of single, double or triple occupancy rooms as determined and designated by Licensor. Most bedrooms are furnished with bunk beds, desks, chairs, closet, bookshelves, and sink. Bathrooms will consist of shared facilities on the floor. Licensee acknowledges that it has inspected rooms at the Facility that are representative of the Accommodations and that said rooms and other rooms that are comparable thereto are acceptable to Licensee, subject to Section 19 hereof.

(d) [Intentionally Omitted].

(e) The Accommodations shall be occupied solely by the Participants for temporary living quarters during each Participant’s participation in Licensee’s program and for no other purpose. The Classroom(s) shall be used solely by the faculty and students of Licensee for instructional use and for no other purpose.

(f) To facilitate assignment of the Accommodations by Licensor, at least thirty (30) days prior to the Arrival Date, Licensee shall deliver to the Office of Global Studies a final Rooming List and digital photograph (no larger than 1MB) of each student and faculty member or administrator using the building (the “List”) providing the information required by this Section 3(f) for all Participants registered or confirmed with Licensee. The List shall indicate: (i) the first and last name of each Participant; (ii) if any Participants are arriving after the Arrival Date and/or departing prior to the Departure Date and (iii) the number of rooms needed for each gender. By delivering the List and making the payment set forth in Section 2(a) hereof, Licensee guarantees until the Departure Date the Accommodations set forth in such final List.

(g) All Participants shall be required to check in no earlier than 12:00 pm. and no later than 5:00 p.m. and register with Licensee commencing at the check-in time on the Arrival Date or the actual arrival date indicated on the final List if later than the Arrival Date. Licensor’s representatives shall assist in the check in and registration of the Participants and shall provide them with their room assignment, room key, and any temporary identification required to access the Facility.

(h) By checkout time, no later than 10:00 a.m. on the Departure Date or the actual departure date indicated on the final List if prior to the Departure Date, Licensee shall cause each Participant to: (i) surrender possession of the Accommodations and Facility to Licensor; (ii) check out of the Accommodations in accordance with the procedure established by Licensor; and (iii) return all keys and temporary identification obtained by each Participant at check in. Licensee will be charged double the full daily rate for each Accommodation that is not vacated by the authorized occupants thereof by the checkout time on the departure date.

(i) Throughout the License Period, Licensee shall (i) ensure that each Participant shall maintain the Accommodations in a reasonably neat, clean, safe and orderly condition and (ii) maintain the Classroom(s) in a reasonably neat, clean, safe and orderly condition. Licensee shall be liable for all reasonable costs and expenses incurred by Licensor in connection with the repair and/or replacement of any damage and/or loss to the Licensed Space that arises in connection with this Agreement or the use thereof by Licensee or the Participants, but solely to the extent caused by Licensee or the Participants or any person invited or otherwise
permitted into the Facility by a Participant. Licensor shall provide Licensee with notice of such damage and/or loss (including lost keys in accordance with Section 3(k) below) within 45 days of the expiration or termination of the License Period, and payment will be due 30 days from delivery of such notice.

(j) Intentionally Omitted.

(k) Keys or access codes are provided by Licensor on the arrival date for each Participant’s use during his/her stay.

(l) Licensee shall pay Licensor 100 Euro for each key that is lost, damaged or not returned to Licensor by checkout time on the departure date for such year. This charge includes all charges relative to the installation or replacement of door lock(s) for the affected Accommodation. All damaged keys shall be delivered to Licensor.

(m) Smoking and consumption of alcoholic beverages are strictly prohibited in all rooms in the Facility. Licensor has the right to remove any and all persons found smoking or consuming alcoholic beverages in the Facility, including the Participants and any person invited or otherwise permitted into the Facility by a Participant. In addition, if any Participant or person invited or otherwise permitted into the Facility by a Participant is found smoking in the Facility, Licensor has the right to charge Licensee 100 Euro per reported incident.

(n) Participants shall not have overnight guests. All Facility rooms and services are for the use of contracted guests only (e.g., Participants). Licensor reserves the right to deny admission to and/or remove from the Facility any non-contracted guests. Licensor shall not be held liable for any damages arising from the Licensee or any Participant’s non-contracted guests or acquaintances in the building.

4. **Representations and Warranties:** Licensee hereby represents and warrants that all Participants are, or shall be as of the Arrival Date, eighteen (18) years of age or older and duly enrolled as a full-time student at the institution of higher education operated by Licensee.

5. **Intentionally Omitted.**

6. **Other Services:**

(a) Licensor shall provide general maintenance for the Facility at no additional cost. Licensor shall provide reasonable security for the Accommodations provided to Licensee and the Participants.

(b) During Licensor’s regular operating hours, Licensor will provide Licensee and the Participants with services reasonably related to the provision of the Accommodations, including reasonable mail and package services (excluding postage charges and package delivery charges), custodial services and utilities, at no additional charge.

(c) Licensor will allow Licensee and the Participants to use its computer labs, computer network and internet systems, including wireless access, at no additional charge.
7. Intentionally Omitted.

8. Termination:

   (a) Either party shall have the right to terminate this Agreement and to thereupon be released and discharged from the performance of its obligations under this Agreement in the event that an act of God, fire, flood, explosion, terrorism, war, riot, sabotage, inability to procure or general shortage of energy, labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of labor unions or other unforeseen circumstances, in each case, that is not reasonably within the control of such party make it impossible or impracticable for such party to perform its obligations hereunder. Either party shall exercise its right to terminate this Agreement in accordance with this Section 8(a) by giving written notice thereof to the other. Upon giving said notice, each party be released and discharged from all further obligations and liabilities to the other under this Agreement, except to pay Licensor for services and facilities previously provided.

   (b) Either party may terminate for a default by the other party as set forth in Section 9 of this Agreement.

9. Default:

   (a) If prior to commencement of the License Period, Licensee materially defaults in the performance of any of its material obligations under this Agreement, and such default is not cured within ten (10) days of the receipt of written notice of such default, Licensor shall have the right to immediately terminate this Agreement without incurring any liability or obligation to Licensee. Licensor shall exercise the right to terminate this Agreement by giving written notice of termination to Licensee. If Licensor terminates this Agreement in accordance with this Section 9(a), Licensee shall pay Licensor the applicable amount set forth in Exhibit A as liquidated damages, it being agreed that Licensor’s damages in connection with said default might be impossible to ascertain and that said amount constitutes a fair and reasonable amount of damages under the circumstances and is not a penalty.

   (b) If at any time during the License Period, Licensee materially defaults in the performance of any of its material obligations under this Agreement, and such default is not cured within ten (10) days of receiving written notice of such default then Licensor shall have the right to accelerate the termination of the License Period, to a date and time selected by Licensor, by giving written notice thereof to Licensee; provided that such date must be at least ten (10) days after the delivery of such notice. By the date and time set forth in said notice, Licensee shall cause all Participants to promptly vacate and surrender possession of the Accommodations and to vacate the Facility. Upon giving said notice, Licensor shall have the right to retain all of the License Fee as liquidated damages (or, if such License Fee has not been paid in full, Licensor shall have the right to retain any and all amounts so collected and Licensee shall promptly pay the difference); it being agreed that Licensor’s damages in connection with such a default might be impossible to ascertain and that such amounts constitute a fair and reasonable amount of damages under the circumstances and is not a penalty.
(c) If at any time prior to or during the License Period, Licensor materially defaults in the performance of any of its material obligations under this Agreement, and such default is not cured within ten (10) days of the receipt of written notice of such default, Licensee shall have the right to immediately terminate this Agreement without incurring any liability or obligation to Licensor. Licensee shall exercise the right to terminate this Agreement by giving written notice of termination to Licensor.

(d) Upon the valid termination of this Agreement in accordance with this Section 9, the non-defaulting party shall be released and discharged from all further liabilities and obligations to the defaulting party in accordance with this Agreement.

10. Mission Statement and Student Agreement:

(a) Licensee warrants and represents to Licensor that Licensee is familiar with St. John’s Mission Statement (attached as Exhibit B) and its role as a Catholic Vincentian University and that Licensee’s use of the Licensed Space shall not be contrary to or inconsistent with St. John’s Mission Statement and its role as a Catholic Vincentian University nor disparaging to Licensor or the Catholic faith. The parties acknowledge and agree that the sole relationship between Licensor and Licensee is that of licensor and licensee, and that the existence of this Agreement shall not be construed as one party’s sponsorship of or affiliation with the other, and that any use of either party’s trademark or logo is subject to the prior written approval of such party.

11. Supervision, Compliance with Laws and Rules and Health Certification:

(a) Subject to Section 6, Licensee shall, at its sole cost and expense, be responsible for administering and providing all staff and other personnel required for the supervision of the Participants and all other persons invited or otherwise permitted into the Facility by a Participant and all activities engaged in by such persons at the Facility. Notwithstanding the foregoing, Licensor shall assign a Resident Director to assist the Participants.

(b) Licensee shall comply with and shall cause all of the Participants and all other persons invited or otherwise permitted into the Facility by a Participant to comply in all material respects with all laws, rules, regulations and orders that are applicable to the use of the Licensed Space and the Facility by Licensee, the Participants and all other persons invited or otherwise permitted into the Facility by a Participant (including without limitation the Student Agreement attached as Exhibit C hereto, which shall be signed by all Participants) and with all applicable rules and regulations adopted by Licensor, from time to time, in connection with the Licensed Space and the Facility. Any Participant or other person invited or otherwise permitted into the Facility by a Participant who fails to comply with this paragraph shall be promptly removed from the Facility by Licensee and if Licensee fails to do so, Licensor shall have the right to remove the each such person without any liability whatsoever to Licensee or such person and, if such person(s) is/are a Participant, without any obligation to refund or credit Licensee for any portion of the charges for the Accommodation(s) occupied by the affected Participant(s).
(c) Licensor hereby certifies that each of its students, faculty members and other employees and contractors using the Licensed Space: (i) shall be in good health as determined by a physical examination; (ii) shall meet the immunization criteria required by Licensor; (iii) shall be free of any health impairment which could present a potential risk to the student or others; and (iv) are in compliance with immigration laws and regulations.

12. Intentionally Omitted.

13. Right of Entry:

Throughout the License Period, Licensor and its representatives shall have the right to enter any Licensed Space (i) at any time in the event of an emergency (including emergency repairs and to investigate complaints or good faith issue of Licensor regarding student conduct) and (ii) at any reasonable time (between 6:00 a.m. and sunset or 6:00 p.m., whichever is later): (A) in order to inspect the Licensed Space for the purposes of determining compliance by the occupants thereof with applicable laws, rules and regulations, including, but not limited to, rules and regulations adopted by Licensor from time to time in connection with the Licensed Space or to comply with any law, rule, order, direction, regulation or requirement of any governmental entity or insurance company or rating organization; (B) in order to show the Licensed Space to any representative of any governmental entity; or (C) in order to perform any Work (defined in Section 14 below) that Licensor desires or is required to perform; provided that Licensor and its representatives shall use their reasonable efforts to not disturb the quiet use and enjoyment of Licensed Space by Licensee and the Participants.

14. Repairs and Alterations:

Licensee hereby acknowledges and agrees that: (i) certain alterations, maintenance, repairs, replacements and painting to the Licensed Space and the Facility may be scheduled by Licensor to take place during the License Period; (ii) various construction projects may be in progress at the Facility during the License Period (the activities referred to in clauses “(i)” and “(ii)” of this Section are hereinafter collectively referred to as the “Work”); and (iii) the Work may cause noise, annoyance, inconvenience, temporary disruption or interruption in the availability of certain utilities or services at the Facility or limit or prevent access by Licensee or any of the Participants to certain portions of the Facility. Licensor shall use its reasonable efforts to plan and engage in work so as not to materially or unreasonably interfere with Licensee’s and the Participant’s quiet use and enjoyment of the Licensed Space and the Facility. Licensee shall not be entitled to any offset, credit or deduction by reason of the Work, so long as the Licensed Space and/or Facility are habitable and usable for the intended purposes under this Agreement.

15. Insurance: In connection with this Agreement, Licensee shall comply with the insurance requirements set forth in Exhibit E attached hereto.

16. Liability and Indemnification:

(a) Licensor shall not have any liability whatsoever for: (i) any injury or death to Licensee, any of its students or (ii) any damage to or loss of any property of Licensee or any of its students arising in connection with this Agreement except, with respect to clauses (i) and (ii), to the extent arising from the negligence or willful misconduct of Licensor or any of its
employees or agents. The liability of Licensee to Licensor with respect to any obligation of Licensee under this Agreement or at law shall not be limited to the insurance coverage that is required to be provided by Licensee in connection with this Agreement.

(b) To the fullest extent permitted by law, Licensee shall indemnify and hold harmless Licensor, St. John’s University, S.R.L., St. John’s University, New York, and their respective trustees, officers, servants, agents, and employees (“Licensor Parties”) from and against any and all claims, suits, damages, liabilities, losses, demands, costs and expenses, including reasonable attorneys’ fees and disbursements, (collectively, “the Losses”) in connection with, arising from or related to: (i) any breach or, in connection with a third party claim, alleged breach of any representation, warranty, covenant or agreement made by Licensee herein; or (ii) the use of the Licensed Space or the Facility by Licensee and its directors, trustees, officers, employees, representatives and agents (including the Participants and those individuals invited or otherwise permitted into the Facility by a Participant) (“Licensee Parties”) to the extent arising from the negligence or willful misconduct of a Licensee Party.

(c) To the fullest extent permitted by law, Licensor shall indemnify and hold harmless Licensee and any other Licensee Parties from and against any and all Losses in connection with, arising from or related to any Licensee Party’s use of the Licensed Space or the Facility to the extent arising from the negligence or willful misconduct of Licensor.

(d) [Intentionally Omitted].

(e) Each party’s indemnification obligations under this Section 16 shall survive the expiration of the License Period and/or the termination of this Agreement.

(f) In the event of any legal action by a third-party taken against a party entitled to indemnification hereunder, the indemnified party shall give the indemnifying party prompt written notice of any such claim (provided that the failure to give such notification shall not affect the indemnification provided hereunder except to the extent that the indemnifying party shall have been materially prejudiced as a result of such failure). The indemnifying party shall have the right to undertake the defense of such action at its own cost and expense and the indemnified party shall cooperate with the indemnifying party in the defense thereof. Unless and until the indemnifying party assumes the defense of any such claim, the indemnified party shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the indemnifying party. Notwithstanding anything to the contrary contained in this paragraph (f), without the prior written consent of each of the indemnifying and indemnified parties (which consent shall not be unreasonably withheld, delayed or conditioned), neither such party shall admit any liability with respect to, or settle, compromise or discharge any third-party claim or consent to the entry of any judgment with respect thereto. The terms of this paragraph shall survive the term and/or termination of this Agreement.

17. Notices:

Except as otherwise specifically provided to the contrary herein, all notices shall be in writing and shall be delivered (i) personally, (ii) by nationally recognized overnight courier, (iii)
by certified mail, return receipt requested, with postage prepaid, or (iv) by electronic mail to the email address identified below, with affirmative confirmation of receipt.

Notices to Licensor shall be addressed as follows:

St. John’s University, S.R.L.
Via Marcantonio Colonna, 21A
00192 Rome, Italy
Attn: Massimiliano Tomassini, Assistant Vice President & Executive Director
E-mail: tomassim@stjohns.edu

A copy of all notices (other than notices delivered by electronic mail) given to Licensor shall also be sent simultaneously in like manner to:

St. John’s University, New York
8000 Utopia Parkway
Queens, NY 11439
Attn: Sara DeFilippi, Assistant Director for Partner Relations
E-mail: defilips@stjohns.edu

Notices to Licensee shall be addressed as follows:

________________________
________________________
________________________
Attn: __________________
E-mail: _________________

A copy of all notices (other than notices delivered by electronic mail) given to Licensee shall also be sent simultaneously in like manner to:

________________________
________________________
________________________
Attn: __________________
E-mail: _________________

Each notice mailed shall be deemed given on the third (3rd) Business Day following the date of mailing same and each notice delivered by overnight courier or by hand delivery shall be deemed given when delivered, or if delivery is refused, upon the date of said refusal. Any party may designate, by notice to the other party, a substitute address or addressee for notices. Notwithstanding the forgoing, a notice of change of address or addressee shall only be deemed effective when received by the other party. Notice may be given by the attorney for a party hereto with the same force and effect as if given by such party.
If any provision of this Agreement permits a notice given pursuant to said provision to be given to Licensee’s Representative then said provision shall supersede and take precedence over any contrary provision in this Section 17 and if said notice is given to the Licensee’s Representative, then it shall have the same force and effect as if given to Licensee in accordance with the provisions of this Section 17.

18. **Intentionally Omitted.**

19. **Warranty of Habitability/Usability:**

Licensor hereby warrants and represents that all accommodations and facilities provided herein are habitable and/or useable for the purposes intended by Licensee and the Participants.

20. **No Discrimination:**

Licensee shall not discriminate on the basis of race, color, national or ethnic origin, religion, age, gender, sex, marital status, disability or any other protected class in admitting attendees to its program at the Facility.

21. **Network Use Policy:**

Licensee agrees it has reviewed the attached Network Use Policy (Exhibit D) and Licensee shall comply and shall cause all of the Participants to comply with the terms set forth therein.

22. **No Assignment:**

The rights granted hereunder are personal to each party and may not be assigned in whole or in part by either party without the prior written consent of the other party hereto except that Licensor shall have the right to assign its rights granted hereunder to an affiliated entity. Any actual or purported assignment by a party in violation of this Section 22 shall be void and shall constitute a default by such party under this Agreement.

23. **Modification:**

This Agreement may only be modified or amended by a written instrument signed by the parties hereto.

24. **No Waiver:**

No waiver of default hereunder shall be construed as a waiver of any subsequent default. No waiver of any provision hereof shall be effective unless in writing and signed by the party to be charged and no waiver of any provision hereof in any one instance shall be deemed a waiver of such provision in any other instance.
25. **Severability and Binding Effect:**

If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby, remain in full force and effect and continue to be binding and shall be interpreted to give effect to the intention of the parties insofar as possible. This Agreement shall be binding upon the parties hereto and their respective successors, permitted assigns, and legal representatives.

26. **Intentionally Omitted.**

27. **Miscellaneous:**

(a) This Agreement and the exhibits and attachments incorporated herein constitute the entire understanding of the parties and supersedes all prior negotiations and written and oral agreements between them. There are no representations, warranties or guaranties other than those, if any, expressly set forth herein.

(b) Licensee represents and warrants that it is a not-for-profit institution duly organized, validly existing and in good standing under the laws of ______.

(c) Each party warrants and represents that it has full right, power and authority to enter into this Agreement, the individual executing and delivering this Agreement on behalf of the respective party has been duly authorized to do so by the respective party and this Agreement is legally binding upon and enforceable against the respective party hereto.

(d) The headings and captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof and shall not be given any effect in connection with the interpretation or construction of any provision of this Agreement. Any reference in this Agreement to gender shall include all genders. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Whenever the words “include”, “includes” or “including” or words of similar import are used in this Agreement, they shall be deemed to be followed by the words “without limitation”. The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Any reference to time in this Agreement shall mean Rome, Italy time. For purposes of this Agreement, a “Business Day” shall mean any day that nationally recognized banks in New York City are open for business.

(e) This Agreement may be executed in any number of counterparts, which together shall constitute one and the same Agreement.

**[SIGNATURE PAGE FOLLOWS]**
IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date first set forth above.

**LICENSOR**

ST. JOHN’S UNIVERSITY, S.R.L.

By: __________________________
    Name: Joseph E. Oliva
    Title: Sole Director
    Date:

**LICENSEE**

By: __________________________
    Name: 
    Title: 
    Date:
EXHIBIT A

In the event (i) the Licensee cancels the Accommodations or terminates this Agreement or (ii) the Licensee materially defaults as set forth in Section 9(a) or (b), in addition to any amounts owed pursuant to the Agreement, the following fees will be charged:

If cancellation, default or termination of this Agreement by Licensee is the following # of weeks prior to the Arrival Date:

<table>
<thead>
<tr>
<th>The applicable % of License Fee shall be:</th>
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<tr>
<td>90 Days Prior to Arrival:</td>
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<tr>
<td>70 Days Prior to Arrival:</td>
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<tr>
<td>50 days Prior to Arrival:</td>
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<tr>
<td>30 days Prior to Arrival:</td>
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<tr>
<td>15 days Prior to Arrival:</td>
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</tbody>
</table>
EXHIBIT B

Mission Statement

As a UNIVERSITY, we commit ourselves to academic excellence and the pursuit of wisdom which flows from free inquiry, religious values, and human experience. We strive to preserve and enhance an atmosphere in which scholarly research, imaginative methodology, global awareness, and an enthusiastic quest for truth serve as the basis of a vital teaching-learning process and the development of lifelong learning. Our core curriculum in the liberal arts and sciences aims to enrich lives as well as professions and serves to unify the undergraduate experience. Graduate and professional schools express our commitment to research, rigorous standards, and innovative application of knowledge. We aim not only to be excellent professionals with an ability to analyze and articulate clearly what is but also to develop the ethical and aesthetic values to imagine and help realize what might be.

St. John’s is a CATHOLIC university, founded in 1870 in response to an invitation of the first Bishop of Brooklyn, John Loughlin, to provide the youth of the city with an intellectual and moral education. We embrace the Judeo-Christian ideals of respect for the rights and dignity of every person and each individual’s responsibility for the world in which we live. We commit ourselves to create a climate patterned on the life and teaching of Jesus Christ as embodied in the traditions and practices of the Roman Catholic Church. Our community, which comprises members of many faiths, strives for an openness which is “wholly directed to all that is true, all that deserves respect, all that is honest, pure, admirable, decent, virtuous, or worthy of praise” (Philippians 4:8). Thus, the university is a place where the Church reflects upon itself and the world as it engages in dialogue with other religious traditions.

St. John’s is a VINCENTIAN university, inspired by St. Vincent de Paul’s compassion and zeal for service. We strive to provide excellent education for all people, especially those lacking economic, physical, or social advantages. Community service programs combine with reflective learning to enlarge the classroom experience. Wherever possible, we devote our intellectual and physical resources to search out the causes of poverty and social injustice and to encourage solutions which are adaptable, effective, and concrete. In the Vincentian tradition, we seek to foster a world view and to further efforts toward global harmony and development by creating an atmosphere in which all may imbibe and embody the spirit of compassionate concern for others so characteristic of Vincent.

St. John’s is a METROPOLITAN university. We benefit from New York City’s cultural diversity, its intellectual and artistic resources, and the unique professional educational opportunities offered by New York, Rome and other cities throughout the world where our students study and serve. With this richness comes responsibility. We seek and welcome opportunities to partner and plan with our metropolitan communities. We encourage them to use our intellectual resources and professional expertise in developing solutions that address strategic issues of mutual concern. On the local, state, national and international levels, our alumni serve as effective leaders and responsible citizens. We pledge to foster those qualities required for anticipating and responding to the educational, ethical, cultural, social, professional and religious needs of a dynamic world.
EXHIBIT C

Student Agreement

St. John’s University Office of Global Studies

Student Agreement

Name: ____________________________ ("Applicant") Rome ☐ Paris ☐
Date of Birth: ____________________________
Home School: ____________________________ Local Contact Number: ____________________________
Permanent Address: ____________________________
City: ____________________________ State: ______ Zip: ______
Permanent Contact Number: ____________________________ Semester/Year of Participation: ____________________________

In consideration for being permitted to temporarily lodge in a St. John’s University Study Abroad Site ("Site"), I hereby agree, represent and warrant that:

Personal Conduct
I understand that by lodging at the Site, I am subject to the St. John’s University ("University") rules and regulations regarding conduct. I understand that if I am in violation of any of these rules and regulations, the University may no longer permit me to lodge at the Site.

I will comply with the University’s rules, standards and instructions for student behavior listed in the St. John’s Student Handbook. I will also comply with all Site rules, standards and instructions. By signing the Student Agreement, I attest to reading and understanding the University’s Student Code of Conduct, which is available at www.stjohns.edu/campus/handbook/chapter6/conduct/student_code_of_conduct.stj.

Prohibited behavior includes, but is not limited to:
• Violations of the laws of the host country
• Abuse of alcohol
• Abuse of illegal substances
• Disorderly conduct
• Repeated failure to control noise levels in student housing facilities
• Participation in any disruptive activities, including, but not limited to, political activities, political parties and union, demonstrations and protests
• Vandalism perpetrated against public or private property
• Harassment
• Assault or sexual assault
Student Agreement

Health and Safety
I acknowledge and agree that the University has no obligation to seek any medical treatment whatsoever on my behalf, or to attend to any of my medical or medication needs, and I assume all risk and responsibility therefor. If I require medical treatment or hospital care while lodging at the Site, the University is not responsible for the cost or quality of such treatment or care.

Release
To the maximum extent permitted by law, I hereby release, hold harmless and indemnify the University and its trustees, officers, employees, affiliates and agents from and against any present or future claim, loss or liability for injury to person or property or both which I may suffer, or for which I may be liable to any other person or entity during my stay at the Site.

Additional Terms
I agree that, should any provision or aspect of this agreement be found to be unenforceable, all remaining provisions will remain in full force and effect.

I represent that this agreement has been carefully read, that I understand all of the terms of this agreement and that my signature below indicates my complete and willful consent to the terms.

I agree that, should there be any dispute concerning my lodging in the Site that would require adjudication by a court of law, such adjudication will occur in the courts of, and be determined by the laws of, the State of New York.

I represent that I am at least 18 years of age.

________________________________________
Signature of Applicant

________________________________________
Date
EXHIBIT D

Computer and Network Use Policy

Introduction

St. John's University, New York (the "University") through the Department of Information Technology (IT), provides an array of computing resources to support the instructional, research and administrative functions of the University, including computing equipment, laptop computers distributed pursuant to the University's Academic Computing Initiative, networks (via wireless and wired access), internet access, computers, terminals, communications networks, printers, software, data files and other relating computing equipment ("Computing Resources"). Agreement and adherence to the following policies is a mandatory prerequisite to use of the Computing Resources and your use of Computing Resources constitutes your agreement to be bound by the policies. Since rapid change is inherent to computing and information networks, the University reserves the right to modify these policies at any time, except for Academic Computing Initiative policies related to material terms and conditions of ownership, possession and use of University provided laptop computers which policies may be altered only with respect to new recipients of laptop computers. Although the University will make reasonable efforts to announce changes to policies, it is the user's personal responsibility to remain informed of the current policies by periodically checking this Handbook.

Uses of Computing Resources - General

Below, the University sets forth terms and conditions for the use of Computing Resources. Listings of specific acceptable and unacceptable uses are illustrative examples and are not meant to be exhaustive. The University is the sole and conclusive authority on questions relating to acceptable uses of its resources. If a question about use arises, the use should be considered "prohibited" until the University directs otherwise.

Acceptable Uses

Computing resources are available for use only by University faculty, staff, students, administrators and other authorized users. Moreover, use of such resources, other than laptop computers provided pursuant to the Academic Computing Initiative or personally owned computers, is restricted for tasks related to the educational, research and administrative objectives of the University and the University's mission.

Prohibited Uses

Computing Resources may be used only for purposes that are legal, ethical and consistent with the University's mission. The following activities are examples of prohibited behaviors with respect to the use of Computing Resources:

- Altering system software or hardware configurations, or disrupting or interfering with the delivery or administration of computer resources.

- Tampering with the anti-virus software installed on University owned or provided devices or networks or failure to use updated anti-virus software when accessing a University network.

- Attempting to access or accessing the University's or another user's account, private files, or e-mail without the owner's permission.
• Attempting to access or accessing systems outside of the University without authorization of that system's owner.

• Misrepresenting one's identity in electronic communication.

• Infringing upon the intellectual property rights of others in computer programs or electronic information, including plagiarism and unauthorized use or reproduction in violation of patents, trademarks and copyrights and/or software and other licensing agreements. (See "Copyrighted Material" provision, infra)

• Circumventing or attempting to circumvent software or hardware security systems.

• Installing software (including games) on University-provided computing equipment (other than laptops provide in accordance with the Academic Computing Initiative) without obtaining authorization in advance. The University reserves the right to remove software that violates this policy without advance notice to the user.

• Using computing resources to engage in conduct which intentionally interferes with others’ use of shared computing resources. This includes consuming gratuitously large amounts of system resources (e.g. Internet bandwidth, disk space, CPU time) and exceeding time limits where they have been established in University facilities such as microlabs and libraries.

• Using computing and/or electronic mail resources for commercial or personal profit-making purposes or for solicitation or for activities which violate local, state or federal law.

• Allowing or assisting unauthorized users to gain access to computing resources.

• Failing to comply with all applicable laws concerning the transmission, receipt or monitoring of wireless and wired communications.

• Intercepting or monitoring, or attempting to intercept or monitor, network communications or other communications not intended for that user's access without prior authorization.

• Creating programs that secretly collect information about users.

• Using computing resources, including electronic mail, to send nuisance messages such as chain letters, junk mail and profane, obscene, threatening, libelous or harassing messages.

• Using the University's logos or insignias without written permission from the appropriate University authority.

• Displaying, posting, printing or sending material that is contrary to the mission or values of the University, including obscene, pornographic, sexually explicit or offensive material. The information distributed through the University's computing and networking facilities is a form of publishing and is subject to some of the same standards as other types of publications.
• Intentionally or negligently distributing malicious software, such as computer worms, viruses or Trojan horses.

• Engaging in acts of academic dishonesty.

Use of Computing Resources - Using the University's Networks and Internet Access with Personal Devices

The University makes networks and the Internet available to users via wired and wireless connections. The University does not guarantee the privacy of wireless transmissions, and does not guarantee that the WLAN will provide uninterrupted and/or error-free wireless communications. Use of networks and Internet access is subject to the following additional terms and conditions. Authorized users are permitted to connect their own computing devices to the University's network or Internet connection after contacting the Department of Information Technology to arrange such access. A user's computer hardware must meet certain specification prerequisites and may require that certain software be installed (particularly with respect to connection to a wireless network). These specifications are subject to change. The University does not guarantee that all computers, even those that meet the specification prerequisites, will be able to access WLAN (except the laptops provided to first-time full-time students). No device will be granted access to a network unless it has current anti-virus software properly installed.

Users are prohibited from accessing any portion of a network that they have not been authorized to access, and may not provide access to any network to anyone who does not have University authorization for such access. Users are prohibited from circumventing or attempting to circumvent network security systems. Network privileges may be revoked temporarily or permanently at the discretion of the University for violation of the Computer and Network Use Policy.

Copyrighted Material

The use of Computing Resources in violation of international and federal copyright laws is strictly prohibited. These federal laws provide to the author of an original work, whether that work is a video, a sound recording, software, or printed material, the exclusive rights to reproduce, adapt, publish, perform and display that work. Anyone other than the copyright holder is required to obtain the express permission of the copyright holder to use the work for any of these purposes. One prohibited use of the University's computing resources is the use of the Internet to download and share copyrighted music and video in violation of copyright laws. In addition to violating University policy and the law, file-sharing programs (such as Grokster, KazaA, Gnutella, and Limewire) that permit these activities also may impair the University's broadband system because their use causes a strain on the University's broadband capabilities and other network resources. For these reasons, the downloading, or making available for others to download, a copyrighted movie, television show or sound recording without permission of the copyright holder is a violation of University policy. In furtherance of this policy, the University has, and will continue, to create technologies to identify and disable access to file-sharing websites that facilitate the violation of applicable law and University policy. A listing of such sites will be published on St. John's Central. In the event that you desire to legally download any file that may strain the University's broadband capabilities, please contact the Department of Information Technology to arrange for a time and place to do so.

Fair Use of Copyrighted Material

Creation of web pages and other materials for educational and research purposes may involve incorporation of original works of third parties (e.g., printed material, video and sound recordings,
multimedia presentations, software) that are covered by copyright laws. Copyright owners are granted five exclusive rights by the copyright law: reproduction, adaption, publication, performance and display. These exclusive rights, however, are subject to the "Fair Use" doctrine. "Fair Use" is a privilege of persons other than the copyright owner to use the copyrighted material in a reasonable manner without his/her consent notwithstanding the monopoly granted to the owner by the copyright. A finding of fair use is not easily determined. However, there are four nonexclusive statutory factors to be considered in determining whether a use is fair. They are:

1. The purpose and character of the use, including whether the use is for commercial purposes or for non-profit educational purposes.

2. The nature of the work, including whether the work is creative or informational and published or unpublished.

3. The amount used in relation to the work as a whole, considering both quantitative and qualitative substantiality. No quantification of use limits exists by statute.

4. The effect of the use on the potential market for or the value of the work. (The greater the effect on market or value, the less the likelihood that the use will be fair.)

Developers of web pages are especially cautioned to recognize that access to their pages by individuals from outside the University community may impact one or more of the above factors. Consistent with principles of fair use, authors are responsible for obtaining all permissions that may be necessary to incorporate works of third parties into their own work. The University rules governing attribution require that all users of University computing networks acknowledge any usage of ideas or materials produced by others by identifying the source and nature/extent of indebtedness.

**Web Pages**

Consistent with the purposes for which the University's Computing Resources are intended, web pages may be created and posted only in support of the instructional, research and administrative objectives of the University. Web pages may not include any advertising, nor may they be used in support of any commercial or business activities. The content of web pages and their compliance with this policy is the sole responsibility of the author. The University reserves the right to restrict the content of or remove web pages for violation of these or any University policies, including for causing excessive traffic to the University's web servers.

**Academic Computing Initiative**

St. John's University is pleased to have undertaken the Academic Computing Initiative, which provides portable computing devices (currently laptop computers) to eligible students for use during their studies at the University. Students eligible to participate in the Academic Computing Initiative will receive a portable computing device ("Computer"). ("Computer" refers to the portable computing device and any other peripherals, software, or attachments furnished with the Computer.) The Computer remains the property of the University until the student graduates from an the University program with 120 or more credits, after which time title and certain licenses will be transferred to the student without any warranty, including any and all implied warranties, provided that s/he has met all financial responsibilities to the University. After title is transferred, the University will have no responsibility...
for the Computer whatsoever, including with respect to warranties, support, software, repairs or disposal.

Students are required to return the Computer to the University if their enrollment at the University is terminated either by them or by the University prior to graduation, or upon their graduation from a two-year undergraduate program if they do not then enroll in a bachelor's or equivalent program. Students also must return the Computer upon informing the University of their intention to withdraw from all classes or if they breach any material term of this Academic Computing Initiative policy, although in these situations a Computer will be returned to students when they re-register for 12 or more credits for a subsequent Fall or Spring semester and meets their financial responsibilities for such credits, or cure their breach of this policy, whichever is applicable. In addition, the University reserves the right, in its sole discretion, to require the immediate return of the Computer if the student withdraws to less than 12 credits in a current semester or enroll for less than 12 credits in a subsequent semester. If the student does not return the Computer within three business days after any of the above triggering events, the University will put a hold on the student's record (which will prevent future registration with the University and the release of transcripts), and place a $1,500 charge on the student's University account. The hold and charge will be removed when the Computer is returned to the University in good working condition.

Students are responsible for the care of the Computer. The University may obtain property insurance for the Computer, but may choose not to do so or not to continue such insurance in the future, and the student accepts the risk that the Computer may not be insured to protect the student's interests. Whether or not insurance coverage is in effect, the student will be responsible for any loss, theft or damage to the Computer, including replacement costs. If insurance is in effect, and the loss, theft or damage is covered, the student will be responsible only for the deductible, which is subject to change. The deductible at the time of this printing is $250 for damage, $500 for the first loss or theft, and $1000 for the second loss or theft. This deductible has to be paid in full prior to issuing a replacement Computer.

If the Computer is lost or stolen, the student is required to immediately report it to the Department of Public Safety and comply with their procedures, including filing an official report with the appropriate police department. Students may not report a Computer lost or stolen pursuant to this policy subsequent to their completion of any semester unless they re-enroll for, and satisfy their financial commitments for, the following semester, and thus such Computers will be considered non-returned and the student's account will be charged $1,500. If the Computer is damaged or malfunctioning, the student must bring the Computer to the Information Technology Department Repair Shop for assessment and/or repair. The University will attempt to provide the student with a temporary replacement Computer during the repair process, the terms and conditions for the use of which are identical to those set forth in this policy, except that the loaned Computer must be returned to the University immediately upon the University's written request for such return; a $20 per day charge will be assessed for each day after the third business day following the University's request for return. The University shall take all reasonable efforts to enforce any manufacturer's warranty, provided that the University shall not be obligated to commence or resort to any litigation to enforce such warranty. If a student's Computer is stolen, lost or damaged beyond repair, the student will receive a functionally equivalent replacement, provided that all of the student's financial obligations under this policy are met; students are entitled to only 2 replacements.

Students agree to the following terms and conditions for participating in the Academic Computing Initiative:
1. Upon the request of the University's Information Technology Department, the student agrees to deliver the Computer to that department on the date specified to verify inventory/asset information; failure to do so will result in a fine of $50.

2. The student agrees to adhere to all of the provisions of this Computer and Network Use Policy, and otherwise to use the Computer in accordance with the University policies and procedures.

3. The Student agrees to comply with all applicable laws, including copyright and intellectual property laws pertaining to the use of software and the downloading of files from the Internet.

4. The student agrees that it is his/her responsibility to regularly backup all data from the Computer onto an alternative storage media, including prior to bringing the Computer for repair.

5. The student agrees not to assign, transfer, pledge or otherwise dispose of the Computer, or any interest therein, or lend the Computer or otherwise permit it to be possessed or used by anyone.

6. The student agrees not to remove or alter any identification labels, plaques, tags or mechanisms, or security devices, displayed or installed on the Computer; doing so will result in a fine of $100.

7. The student agrees not to make any alterations in, make improvements to, or add attachments, peripherals or hardware to, the Computer, other than attaching peripherals to established ports.

8. The student agrees not to install on the Computer or otherwise use software for which you have no license.

9. The student agrees not to alter, disable or otherwise interfere with the anti-virus software pre-loaded on the Computer.

10. The University has arranged for certain software updates, including for anti-virus software, to be downloaded to your Computer through the University network. The student agrees that when such updates are available, the student will permit them to be downloaded.

11. The student agrees not to install any voice over IP software on the Computer.

12. The student agrees that the Information Technology Department will be the sole determiner of whether you have breached any of these conditions, or any other material term of this Academic Computing Initiative policy. Any such breach will permit the University, at its sole discretion, to terminate the student’s participation in the Academic Computing Initiative program, in which case the student agrees to immediately return the Computer to the Information Technology Department.
The University is not responsible for any losses, injuries, damages, claims, and expenses (including legal expenses), incurred by the student caused by the transportation, possession, ownership, maintenance, and use of the Computer. The student agrees to indemnify and hold the University harmless against any claims for such losses, injuries, damages, claims and expenses. This indemnity shall survive the expiration of this policy.

Indemnification

Each user is responsible for his or her own activities in using the University's Computing Resources, and will indemnify and hold harmless the University from any liability to the user or any third party arising out of the use of the computing resources by the user or any loss of information existing or stored on the University's computing equipment or resources, including all files and electronic mail.

Intellectual Property Ownership Rights

Ownership of intellectual property (with the exception of traditional works of scholarship of creativity, such as textbooks and instructional material) produced through significant use of the University's computing equipment, networks and information resources shall reside with St. John's University. In instances where such materials are sold, licensed or otherwise marketed, royalties on revenue shall be shared between the University and the authors of such materials in accordance with the University's patent and intellectual property policies.

Privacy and Confidentiality

Unless otherwise specified, access to Computing Resources at St. John's University will be through a control mechanism that provides for identification of authorized users. In addition, this mechanism will specify the location where authorized users can store or access data files. Users are expected to access only those resources that have been explicitly made available to them through this control mechanism. Users of computing resources are fully responsible for the protection of their user account including system ID codes and passwords.

• Users must not share computer accounts, passwords or other types of authorization.

• Users are afforded exclusive use of all data files, information files and messages stored in their accounts and may expect that their data files and e-mail will remain private. This, however, does not imply that users are necessarily the owners of these data.

• The University may take all reasonable actions to ensure the integrity of its Computing Resources, including prevention of damage to data and equipment, irrespective of any asserted privacy interests.

The Department of Information Technology as the business unit that operates and manages Computing Resources at the University, has instituted commercially acceptable and reasonable internal mechanisms and controls to safeguard the privacy of data stored in our systems although no system is impenetrable to security breaches. These mechanisms require that specific privileges be given to personnel responsible for the maintenance of computer systems. These rights are afforded to ensure proper operation of the systems and will not be used as a method for accessing private information, except as necessary for maintenance of the systems or for investigation of policy violations, or as directed by appropriate legal authorities.
Sanctions/ Suspension of Privileges

Violations of this policy constitute unacceptable use of Computing Resources. Violations may result in a loss of computing privileges and may subject users to the University’s regular disciplinary processes, including suspension or dismissal from the University.

Whether or not a violation of this policy has occurred, the University reserves the right to immediately suspend computing privileges when continued use of any Computing Resources may result in harm to or otherwise compromise that or any other Computing Resources. Such privileges will be restored after the potential harm is eliminated (e.g., a virus on a personal computer is deleted), unless a material violation of this policy is alleged, in which case the matter will be referred to the regular disciplinary processes of the University.

In addition, illegal acts involving University Computing Resources may also subject violators to prosecution by local, state and/or federal authorities. Suspected or known violations should be reported to the appropriate University authority, in accordance with current disciplinary procedures. Violations will be processed in accordance with these procedures and/or law enforcement agencies.

Warranties and Disclaimers

Except as expressly provided herein, St. John's University makes no warranties, either express or implied, as to the merchantability, fitness, design or condition of, or the quality of the material or workmanship in any Computer Resource, including portable computing device computers provided through the University’s Academic Computing Initiative and software for which licenses are granted to users, and does not warrant that the functionality of Computing Resources will meet a user's specific requirements. The University expressly disclaims all warranties not stated herein. St. John's University shall not be liable for any losses, injuries, damages, including incidental or consequential damages, claims, expenses (including legal expenses), lost profits, lost savings, including for loss of data, that is the result of the use, inability to use, interruption or error in any Computing Resource, including network and Internet service.

The University, through its networks, provides access to a large number of conferences, lists, bulletin boards, and Internet information services. These materials are not affiliated with, endorsed by, or reviewed by the University. Therefore, the University takes no responsibility for the truth or accuracy of the content found within these information sources. Some of these sources may contain material that is offensive or objectionable to some users or would violate this policy if published by an authorized user. The University cannot protect individuals against the existence or receipt of material that may be offensive to them. Furthermore, those members of the University community who use e-mail or make information about themselves available on the Internet must recognize that the University cannot protect them from invasions of privacy and other possible dangers that could result from an individual user's distribution of personal information.
EXHIBIT E

INSURANCE REQUIREMENTS

Licensee shall, at its own cost and expense maintain the following types of insurance with insurers licensed to do business in Rome, Italy and approved by Licensor.

A. Workers’ Compensation and Employers Liability insurance with a limit of liability in accordance with applicable law, in the case of workers’ compensation insurance, and with the following limits of liability in the case of Employers Liability Insurance.

- Bodily injury by accident $1,000,000 each accident
- Bodily injury by disease $1,000,000 policy limit
- Bodily injury by disease $1,000,000 each employee

B. Comprehensive General Liability insurance including, but not limited to, contractual liability, broad form property damage with a combined single limit of liability for bodily injury and property damage of $2,000,000 per occurrence and $5,000,000 in the aggregate.

C. Comprehensive Automobile Liability insurance covering all owned, non-owned, and hired vehicles, used in connection with the performance of the work required under this contract, with a combined single limit of liability for bodily injury and property damage of $1,000,000 per occurrence.

D. Licensee shall deliver to Licensor certificates of insurance evidencing the coverage’s required pursuant to subparagraphs A, B and C above to Licensor, Office of Business Affairs at: 8000 Utopia Parkway, 204 Newman Hall, Jamaica, NY 11439. Each certificate of insurance, with the exception of Worker’s Compensation and Employer’s Liability shall:

1. Name each of “St. John’s University, New York” and “St. John’s University, S.R.L.” as an additional insured and the certificate holder;

2. Provide for a 30-day written notice of cancellation.

E. All required insurance shall be primary coverage; any insurance Licensor may purchase will be excess and noncontributory. Licensee’s Comprehensive General Liability Insurance shall be written to cover claims incurred, discovered, manifested or made during or after expiration of any Agreement.