

Articulation Agreement

between St. John's University, New York and the Rielo Institute for Integral Development (RIID)

Articulation Agreement, dated as of March 1, 2011 (this "Agreement"), by and between St. John's University, New York (the "University") and the Rielo Institute for Integral Development ("RIID"). Together with the accompanying budget and budget narrative (included as appendices), this articulation is understood to be binding on both parties.

For its part, St. John's University enters into this agreement in order to embrace the Vision Statement's goal that "As a Catholic and Vincentian university, we will be known worldwide for addressing issues of poverty and social justice." For its part RIID enters into this agreement with an equally strong commitment to its mission that follows is the humanistic and philosophical teaching of Fernando Rielo, "to provide all types of pedagogy to overcome the despair, poverty and all "frustrations denounced by human indigence: illness, lack of education, injustice and, in general, life's sorrow." Together, St. John's University and RIID intend by the implementation of this initiative, to present "the face of the Church that cherishes a feeling of deep solidarity with the human race and its history" (*Compendium of the Social doctrine of the Church*).

I. The Agreement

- St. John's University will provide the instruction required to grant a MasterMasters in Global Development and Social Justice (GDSJ). St. John's University will be the degree granting institution and RIID will grant a certificate.
- Each June, RIID will provide a cohort of twelve students into the operable program that it will sponsor to degree completion. RIID will fund the students' tuition, room and board. St. John's University tuition will be offered at a discounted rate of 40% for members of the RIID community. St. John's University may recruit up to thirteen additional students for each cohort who will pay their own tuition obligation at St. John's normal rate
- Students will complete classes through traditional in-person classroom instruction (at RIID Rome offices) and through distance learning instruction. All hardware, software and training with regard to the distance learning component of the degree program will be provided by St. John's University. Local coordination for students prior to their arrival in Rome will be handled by the St. John's University Graduate Center staff. Actual training will take place at RIID offices in Rome. St. John's University will provide adequate library resources for students and faculty, including e-reserve and other functions.
- Seven instructors will be provided by St. John's University. RIID will provide Four Adjuncts to be drawn from associated agencies whose appointment must be according to the normal practices of St. John's University. Room and board for all St. John's University faculty and administrators for this project will be furnished by RIID

- The Steering Committee for academic programs will be chaired by Dr. Annalisa Sacca. RIID will designate three members of the Steering committee. Four members of the Steering Committee will be St. John's University personnel. The decision to increase the number of members on the Steering Committee shall be subject to the approval of all parties. The Director of the Center for Global Development at St. John's University shall be and remain a member of the Steering Committee. The Steering Committee will meet at least two times per year, in New York and in Rome, and is charged with the development and oversight of the program in conformity with the normal practices of St. John's University and New York State Education Department.
- The Chairperson of the Steering Committee will provide administrative oversight of the program with regard to receiving and transmitting all applications to the Steering Committee; for coordinating with the Office of Marketing and other relevant departments with respect to the publicity and website(s) associated with these programs; for coordinating with the St. John's University personnel at the Rome campus to coordinate local logistical and other matters; for coordination and cooperation with Information Technology and Distance Learning with respect to their specific areas of responsibility. In addition to these duties, the Director of the Center for Global Development will also seek other funds to increase budget capabilities and disburse the funds for the programs, the research and scholarship in such a way as to ensure quality of activities and effective collaboration.
- With regard to matters of admissions, curriculum and all other program related academic matters concerning the Master in Global Development and Social Justice, the ordinary policies and practices of St. John's University will be followed.
- RIID will work with the Center for Global Development to develop in joint venture a DL Ph.D. program. St. John's University will be the degree granting institution and RIID will grant a certificate. RIID will also partner to create other Certificate programs, students and faculty training projects, IT initiatives and promote research in the field.

II. The Term

The term of this agreement shall be for three years, commencing with February, 2011 and ending January 31, 2014. This Agreement will be renewed automatically for an additional three years unless either party provides written notice to the other on or before January 1, 2014 of its intention to forgo renewal. The University shall have the right to terminate this Agreement upon 30 days' notice if RIID fails to make an annual payment when due. Either party shall have the right to terminate this Agreement for convenience upon [120] days' prior written notice, provided, however, that such termination shall not be effective for a cohort that has commenced instruction.

III. Payments

- Tuition: RIID will provide payment to the University of tuition (at 40% discount) for at least 12 students per cohort (fees are waived.)

- Adjunct air-travel: RIID will provide roundtrip air travel for the four adjunct faculty members recommended by RIID (as necessary).
- Faculty & administrators air travel: The University will provide round trip air travel for faculty and administrators for summer sessions and meetings (as necessary).
- For June, 2011, RIID shall make the minimum payment of \$[] for the 12 guaranteed students. In the event that RIID provides more than 12 students, RIID will pay to the University the 40% discounted tuition rate for each such additional student.
- Each year, the tuition rate required to be paid by RIID to the University shall increase by an amount consistent with the University's annual tuition increase.
- RIID shall make the annual payment on or before [June [15th]] of each contract year.
- All payments required under this agreement shall be in U.S. Dollars. The parties will monitor the fluctuations in the exchange rate over the course of the term of this Agreement. In determining the exchange rate, the parties will use the exchange rate published in the Wall Street Journal, or if the Wall Street Journal is not published on that day, at the exchange rate published in the New York Times on that date, or the nearest preceding day. The parties agree that the base exchange rate shall be the exchange rate published on January 31, 2011 (the "Base Exchange Date"). Thereafter, the parties shall measure the fluctuations in the exchange rate on December 1st and June 1st of each contract year (the "Compare Exchange Date"). If there is a twenty percent (20%) increase or decrease in the exchange rate between the Base Exchange Date and the Compare Exchange Date, the parties will compare the exchange rate forty-five (45) days after the Compare Exchange Date (the "Follow-up Exchange Date"). If there is a twenty percent (20%) increase or decrease in the exchange rate between the Base Exchange Date and the Follow Up Exchange Date, the parties hereby agree to modify the price term to share equally the impact of the exchange rate fluctuation (the "Modified Price"). A new base Exchange Date will be established as of the date the Modified Price is effective.

IV. Advisory Board

The parties agree to establish an Advisory Board to the Center for Global Development, to be known as the Center for Global Development Advisory Board. The purpose of the Advisory Board shall be to provide guidance on programs, fundraising, research, publications, and technical expertise in integral development. There shall be seven members of the Advisory Board. Four members shall be selected by RIID and approved by St. John's University. Three members shall be selected by the university and approved by RIID, one of whom shall be the Director of the Center for Global Development. The parties may mutually select an honorary chairperson of the Advisory Board. The decision to increase the number of members on the Advisory Board shall be subject to the approval of all parties.

- RIID hereby represents and warrants that, as of the date of this Agreement, it has assumed from Unicaritas all payment obligations (including all future payment

obligations) owed to the University in connection with the cohort of students currently participating in the Program.

V. Insurance and Indemnification.

1. RIID shall comply with the University's insurance requirements set forth in Exhibit A attached hereto.
2. To the maximum extent permitted by law, RIID shall indemnify, defend and hold the University, its Board of Trustees, officers and servants harmless from and against all claims, suits, damages, liabilities, losses, demands, costs and expenses, including reasonable attorneys' fees and disbursements and damages of every kind and nature, by or on behalf of any person, firm, association or corporation, arising out of or relating to this Agreement and the participation of students selected by RIID in the cohort.

VI. Financial Reporting Obligations

Each party shall maintain accurate books and records for all programs covered by this agreement, and shall make such records available for inspection by the other party upon reasonable notice and at reasonable times. In addition, The University will provide RIID with periodic reports concerning the programs covered by this agreement which shall be provided at least once each semester.

VI. Miscellaneous

For matters not explicitly identified in this Agreement, the parties agree that additional memoranda of understanding shall supplement the provisions of this Agreement.

VII. 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. Any actual or purported assignment by a party in violation of this Agreement shall be void and shall constitute a default by such party under this Agreement.

VIII. Use of Name. Neither party will appropriate or make use of the other party's (i) name or (ii) trade, service marks or property, for advertising or for any other purpose, without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

ST. JOHN'S UNIVERSITY, NEW YORK

By: Julia Zeman, RSN
Name:
Title:

THE RIELO INSTITUTE FOR INTEGRAL
DEVELOPMENT

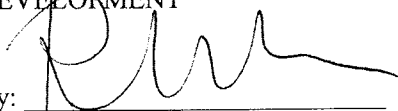
By: 
Name:
Title:

EXHIBIT A

INSURANCE REQUIREMENTS

RIID 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 St. John's University.

- 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.
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| 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. RIID shall deliver to St. John's University certificates of insurance evidencing the coverage's required pursuant to subparagraphs A, B and C above to St. John's University, Office of Business Affairs at: 8000 Utopia Parkway, 204 Newman Hall, Queens, NY 11439. Each certificate of insurance, with the exception of Worker's Compensation and Employer's Liability shall:
1. Name "St. John's University, New York" 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. RIID's Comprehensive General Liability Insurance shall be written to cover claims incurred, discovered, manifested or made during or after expiration of any Agreement.