

# **AGREEMENT BETWEEN**

**The Governing Council of the University of Toronto**

**AND**

**Universidad Torcuato Di Tella**

THIS AGREEMENT (“Agreement”) is scheduled to become effective on December 1, 2021 (the “Effective Date”), by and between the Governing Council of the University of Toronto (“U of T”), on behalf of its Faculty of Law, and Universidad Torcuato Di Tella, on behalf of its Escuela de Derecho (collectively “Di Tella”). U of T and Di Tella are each an “Institution” and are collectively “Institutions”, as well as the “Parties” to this Agreement.

WHEREAS, the proposed dual degree program allows students to study in two approved degree programs and complete the requirements of both, providing a distinctive academic benefit to the students by allowing them to earn a Di Tella LL.B. and U of T LL.M. in five and a half, rather than six, years. The dual degree builds on a strong academic rationale and results in the conferral of two separate degrees, one from each institution. There is no co-branding of the degree parchment.

WHEREAS, U of T is an academic institution that offers educational programs to students, located at 27 King’s College Circle, Toronto, ON, M5S 1A1, CANADA;

WHEREAS, Di Tella is an academic institution that offers educational programs to students, located at Av. Figueroa Alcorta 7350 (C1428BCW), CABA, Argentina;

WHEREAS, U of T offers a Master of Laws degree program leading to the conferral of the LL.M. degree, which has received all necessary approvals and accreditations in the Province of Ontario, Canada, and which is governed by the policies and procedures of the Governing Council of the U of T as well as applicable laws in Ontario;

WHEREAS, Di Tella offers a Bachelor of Laws leading to the conferral of the LL.B. degree, which has received all necessary approvals and accreditations by the Comisión Nacional de Evaluación y Acreditación Universitaria – CONEAU (National Commission for University Evaluation and Accreditation) in Argentina which is governed by the policies and procedures of the Board of Directors as well as applicable laws in Buenos Aires and Argentina;

WHEREAS, the purpose of this Agreement is to establish a framework for U of T and Di Tella to create a dual degree program that allows students to complete both the Master of Laws (coursework-only option) (LL.M.), and the Bachelor of Laws (LL.B) by completing the LL.M. and the LL.B. in five and a half years by completing four and a half years in the LL.B. program at Di Tella, followed by one year in the LL.M. program at U of T;

WHEREAS, U of T and Di Tella are interested in implementing this Agreement aimed in part at facilitating the recognition of some academic credits earned during the U of T LL.M. in partial satisfaction of an LL.B. degree from Di Tella;

WHEREAS, the Dual Degree Program will allow students who are admitted to both the LL.M. and the LL.B. to complete the LL.M. and the LL.B. in five and a half years [eleven terms] by completing four and a half years in the LL.B. program at Di Tella followed by one year in the LL.M. program at U of T;

WHEREAS, each Institution agrees to secure appropriate institutional approval for the Dual Degree Program arrangement as soon as possible after approaching the other Party to this Agreement.

NOW, THEREFORE, the Institutions agree as follows:

### **Program Requirements**

Students in the Dual Degree Program must satisfy the academic program requirements outlined in Appendix A.

The Institutions agree that they have reviewed these requirements with their Institutions' academic authorities, and also confirmed that these requirements will meet the requirements established both by the Institution and/or the responsible governmental authority for conferral of the LL.M. and the LL.B.

The Parties agree that they will confer academic credit where required as outlined in Appendix A in order to expedite/accelerate the progression of students in the Dual Degree Program through the program.

### **Administration of the Program**

The Institutions agree to work together to ensure clear and accurate information regarding the Program is developed and shared in a timely manner with potential applicants, applicants, and students accepted into the Dual Degree Program.

The Institutions agree to each establish procedures related to recruitment, admissions, registration, credit recognition, financial aid, scholarships, and further administration of the Dual Degree Program prior to advertising or opening admission to the Dual Degree Program.

The Institutions agree that the Dual Degree Program will not be opened for admission or advertised to prospective students in any venue prior to both Institutions having agreed to these procedures and having agreed to the content of the recruitment materials, including website content, which will be compliant with applicable policies and regulations at both Institutions and the laws of the countries of both Institutions.

The Institutions agree to each designate one individual who will be responsible for responding to all inquiries regarding the Dual Degree Program, and to include this individual's contact details in all

student and recruitment materials. This one individual would agree to respond to all students or connect them with the appropriate individual at the Institution to answer specific requests.

The Institutions agree to ensure that the Dual Degree Program is advertised in appropriate publications and websites and marketed to potential applicants, in keeping with all relevant policies and regulations governing the marketing of such programs in the advertising Institution's jurisdiction.

Each Institution agrees to maintain the degree records, including the transcripts, graduation clearances and clearinghouse reporting for the degree which it will be awarding as part of the Dual Degree Program.

Each Institution will provide students in the Dual Degree Program with a transcript that outlines the courses attended, the marks earned, and the number of credits obtained, and the completion of any non-course requirements, for the semesters in which those students are registered at their Institution.

U of T agrees to include a transcript notation regarding the Dual Degree Program on the transcript of students who are registered in the Dual Degree Program. Di Tella agrees to provide students registered in the Dual Degree Program with a letter that confirms the student's completion thereof. The Institutions also agree that the notation and letter will include a list of the courses from the other Institution which are being given transfer credit.

The Institutions agree that courses taken at U of T as part of the Dual Degree Program will count towards the U of T grade point average calculation, but that courses taken at Di Tella will not count towards the U of T grade point average calculation, if any. Likewise, courses taken at Di Tella will count towards the Di Tella grade point average calculation, but courses taken at U of T will not count towards the Di Tella grade point average calculation.

Students completing the Dual Degree Program will receive two separate degree parchments, one from U of T for the LL.M. and one from Di Della for the LL.B. degree.

The Parties agree that the conferral of the LL.M. by U of T is contingent on the completion of the LL.B. Dual Degree requirements set out in Appendix A, and the conferral of the LL.B. is contingent on the completion of one semester of coursework during the U of T LL.M. (see Dual Degree requirements set out in Appendix A). Accordingly, U of T will not confer the LL.M. degree until Di Tella has confirmed that the student has met all of their LL.B. degree requirements, including those set by Di Tella and one semester of LL.M. coursework. Likewise, since the reduction of credits toward the LL.B. at Di Tella is contingent on the student completing one semester of LL.M. coursework at U of T, Di Tella will not confer the LL.B. until the student has met this requirement.

The Institutions agree to discuss and establish timelines for completion of academic requirements that will enable students to graduate/convocate at both Institutions according to the regular timeline for each Institution.

In order to confer the LL.M., U of T will require that Di Tella provide official written confirmation of completion of all LL.B. Dual Degree requirements. In order to confer the LL.B., Di Tella will

require U of T to provide confirmation that the student has successfully completed one semester of LL.M. coursework.

Students that choose to end their enrolment in the Dual Degree Program, but continue their enrolment in just the LL.B., will be eligible for awarding of the LL.B., providing that they complete all of the LL.B. degree requirements established by Di Tella. It will not be possible for students to end their enrolment in the Dual Degree and continue their enrolment in just the LL.M. program. However, students who are admitted to the U of T LL.M. program as part of this dual degree and wish to defer their admission to the LL.M. until after they have completed their Di Tella LL.B., may ask the Graduate Admissions Committee to defer their LL.M. offer of admission by one year. The Parties agree to inform students that they must immediately inform the Institution for which they choose to end their enrolment; they also agree to establish procedures for refund of any fees associated with the Dual Degree Program in appropriate cases and where permitted by policy.

If the Institutions, or one of the Institutions, choose to make changes to the Dual Degree Program requirements set out in Appendix A prior to the termination of this Agreement, the Institutions agree to provide clear notice of this change to the other Institution and to all students registered in the Dual Degree Program. Wherever possible, the Institutions will enable students registered in the Program to complete the program by fulfilling the program requirements that were in place at the point at which they registered in the program.

The Parties agree that students may not enroll in the Dual Degree Program on a part-time basis.

### **Application and admission to the Dual Degree Program**

Students will apply and be admitted to the LL.B. degree program at Di Tella. While they will be aware that there is a Dual Degree Program, admission to this pathway will not be available to them until the end of Year 4 Semester 1 of their LL.B. studies. Di Tella will pre-select those students who have expressed an interest in the dual degree program and whom it believes are competitive for admission to the U of T LL.M. program and notify U of T accordingly.

In December of Year 4 of the LL.B., those students who have been pre-selected by Di Tella will apply to the LL.M. (coursework-only option with or without a concentration) through the U of T School of Graduate Studies online application system. They will specify any concentration for which they wish to be considered. U of T's Faculty of Law Graduate Admissions Committee will assess the candidates' eligibility for a conditional offer of admission to the LL.M. Candidates must meet the admissions standards applicable to all LL.M. applicants, except the requirement for a completed LL.B. or equivalent, which is waived for Di Tella applicants to the LL.M. in conjunction with the Dual Degree Program. Applicants must also demonstrate proficiency in English, through one of several English language testing services accepted by U of T, including TOEFL or IELTS. U of T will endeavour to extend any conditional offers of admission by the end of March of the students' Year 4. U of T reserves the right to reject any or all candidates from Di Tella, regardless of the pre-selection process.

Regardless of anything above, students who do not complete the Di Tella mandatory core curriculum as outlined in Appendix A, or who fail any Di Tella course prior to beginning their LL.M. studies at U of T will have their conditional offer of admission to the LL.M. Program withdrawn. Di Tella

students who received a conditional offer of admission to the LL.M. Program will be required to maintain a GPA equivalent to a B+ during their LL.B.

A maximum of five students per academic year will be admitted into the Dual Degree Program with an initial enrolment of two in the first year. Projected enrolment is as follows:

2022-23: 2

2023-24: 3

2024-25: 4

2025-26: 5

2026-27: 5

### **Tuition and other Costs**

The Parties agree that students admitted to the Dual Degree Program will pay the regular degree program tuition to each Institution for the semesters during which they are attending classes at that Institution.

Determination of whether a student will pay domestic or international or out-of-state/province tuition will be made on the basis of the assessing Institution's normal citizenship or residency-based policies and regulations for establishing whether a student will be considered a domestic student for tuition purposes.

Students in the Dual Degree Program are responsible for the costs of travel, books and educational supplies, transportation, accommodation, living expenses, health insurance, and any necessary immigration documentation for study while registered in the Dual Degree Program.

### **Financial Aid**

The Institutions agree that applications by Dual Degree Program students for financial aid must be made to the fee-assessing Institution or to the applicable aid-granting government agency and that the applications will be managed according to the fee-assessing Institution or applicable government aid agency's existing rules and regulations. Any financial aid awarded by an Institution to a Dual Degree Program student may be applied to the tuition paid to the awarding Institution only, and will be administered according to the existing policies and regulations set by the awarding Institution.

Students in the Dual Degree Program with questions pertaining to financial aid must direct their questions to the Institution or government agency that has awarded the aid, or to which the student has applied for financial aid.

The Institutions agree not to provide advice on financial aid policies or procedures applicable to the other Institution, but to direct students inquiring about financial aid matters applicable at the other Institution to that Institution.

### **Immigration and Insurance Requirements**

Students must comply at all times with all immigration and/or visa requirements of the country in which they are physically located while registered in the Dual Degree Program. Students in the Dual Degree Program are responsible for obtaining and paying for all immigration permits/visas and adequate health insurance for the duration of their studies at both Institutions, as required by each Institution that they are attending or jurisdiction in which they are physically located.

The Parties agree to make clear to students in all application and recruitment materials, that registration in an Institution's portion of the Dual Degree Program is contingent on receipt of requisite immigration permits, and in particular to remind students that they should apply for immigration permits well prior to departing for study or internships.

The Parties agree to provide clear guidance, to the extent possible, or links to official information regarding, all immigration and insurance requirements relating to the Dual Degree Program in all program materials.

### **Student Services and Applicable Student Policies**

The Parties agree that students in the Dual Degree Program will be able to utilize all student services that would normally be available to a student upon registration in the degree program in which that student is registered at the Institution, and that such student services will be available to that student from the time that they register at the Institution until the end of their registration at that Institution.

The Institutions agree to make clear to students in all application materials, upon registration, and in all relevant student information materials which policies apply to students throughout the Dual Degree Program, and which student services are available to them.

In an academic misconduct matter, a student in the Dual Degree Program will be subject to the disciplinary procedures of the Institution that assigned the work in which the academic misconduct occurred. Where required, the Institutions will cooperate in providing each other with any information that may be of assistance in such disciplinary matter.

In a behavioural misconduct matter, a student in the Dual Degree Program will be subject to the disciplinary procedures of the Institution located in the country where the misconduct occurred. Where required, the Institutions will cooperate in providing each other with any information that may be of assistance in such disciplinary matter.

### **Term of Agreement**

The Agreement shall be effective from the Effective Date. The Agreement is valid for a period of five years from the Effective Date, unless terminated in accordance with the Termination section below.

The signatories, or their designates, will conduct a review of the Dual Degree Program at least 6 months prior to the Agreement expiry date. This review is a precondition for renewal of the Agreement and may result in a) renewal of the Agreement, with any appropriate amendments to

address the review findings, or b) a recommendation to terminate the Agreement. If renewal is recommended, the Agreement may be extended by the mutual written agreement of the parties. If termination is recommended, each Institution will follow any applicable institutional policies and procedures to close the Dual Degree Program.

### **Termination of Agreement**

This Agreement may be terminated upon the occurrence of any of the following events:

- (i) By mutual agreement of the parties;
- (ii) By either party upon the other party's material breach of any of the terms and conditions of this Agreement, and the breaching party's failure to cure such default to the satisfaction of the other party within forty-five days from the time that notice of the default is given; or
- (iii) By either party no less than 365 days after providing the other party with written notice of the intent to terminate.

### **Party Representatives and Notices**

The following person shall be designated as the representative of U of T for the purposes of this Agreement, and all notices to U of T regarding this Agreement described herein shall be directed to:

Name: Susan McCahan  
Title: Vice-Provost, Academic Programs  
Division: Office of the Vice-President & Provost  
Address: Room 225, 27 King's College Circle, Toronto, M5S 1A1.  
  
Telephone: (416) 978-2122  
Email: vp.academicprograms@utoronto.ca

The following person shall be designated as the representative of Di Tella for the purposes of this Agreement, and all notices to Di Tella regarding this Agreement described herein shall be directed to:

Name: Alex Markman  
Title: Director of International Programs  
Division: International Programs Department  
Address: Av. Figueroa Alcorta 7350 (C1428BCW), CABA, Argentina  
  
Telephone: (54 11) 5169-7276  
Email: alexm@utdt.edu

### **Nondiscrimination**

Implementation of this Agreement will be in accordance with the University of Toronto's Policy on International Cooperation, which states that students in the Dual Degree Program will be selected on the basis of merit without regard to race, national or ethnic origin, color, religion, age, sex, sexual

orientation, marital status or physical disability. Universidad Torcuato Di Tella and the University of Toronto will each accept the students selected by the other party if mutually acceptable academic and/or professional qualifications and standards are met. All participants will be treated in the same non-discriminatory manner in carrying out the provisions of the Agreement, subject to the provisions of the policies and requirements of each of the institutions. Any violation of these principles will be considered grounds for terminating the Agreement.

### **Indemnification**

The Institutions agree to hold harmless the other Institution, its Board, its agents and employees from any and all liability, damages, expense, cause of action, suits, claim for judgments arising out of the negligent acts or failure to act of that Institution, its agents and employees in connection with this Agreement.

Indemnification of costs shall extend only to actual costs assessed. Each party's obligation to indemnify the other as set forth above is conditioned on the indemnified party giving the other party prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting the indemnifying party to defend said claims at its own expense with legal counsel of its own choice.

Notwithstanding the above, neither party will be required to defend or indemnify the other with respect to losses or expenses caused by the other party's own negligence or willful misconduct.

### **Disputes**

Every effort shall be made to resolve any disputes arising in connection with this Agreement in an amicable and informal manner.

### **Education Records**

Each party shall keep and maintain its own educational records during the term of this Agreement. On termination or expiration of this Agreement, the parties shall keep all records and charts related to any student in accordance with its established policies and procedures and laws of the jurisdiction. However, either party, their insurance carrier and legal representatives may have access to student records and files as may be necessary for the continuing services of a student, defense against a claim, suit or investigation, only to the extent permitted by applicable law. The requesting party shall provide the other party no less than five days advance written notice of its request to access student records consistent with this provision.

### **Personal Information**

The Parties acknowledge that each will comply with all law, policy, and practice applicable to it respecting privacy, and security for information, including personal information that each receives from the other, including the following Requirements:

- i. Collect only personal information necessary for the dual degree program;



- ii. Provide Notice to applicants/students of:
  - a. What personal information about them must be collected/created,
  - b. Intended purposes for their personal information, and
  - c. Contact information of an official for questions;
- iii. Only use or disclose personal information for the purposes for which it was collected or created, consistent with the Notice to applicants/students;
- iv. Only disclose personal information to officers, employees, consultants, or agents of U of T or Universidad Torcuato Di Tella, who need the information for official duties, consistent with the Notice to applicants/students;
- v. Protect privacy and personal information in all formats, including hard copy and electronic, by employing effective, up-to-date security, consistent with excellent current standards, including for information security;
- vi. Retain personal information only as long as necessary for the purposes for which it was collected or created, and securely destroy it once it is no longer necessary for those purposes; and
- vii. Notify the other Party in writing forthwith of any event, or treatment of personal information inconsistent with these Requirements, and promptly take all steps necessary to remedy the event and prevent its recurrence.

### **Confidentiality**

The parties shall hold in strictest confidence any information and material which is related to the business of another party hereto or is designated by any such party as proprietary and confidential, herein or otherwise. The parties hereby covenant that they shall not disclose such information to any third party without prior written authorization of the party to whom such information relates.

### **Waiver**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party of any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

### **Use of Name**

The Institutions agree not to use the name or logo of the other Institution or any of its affiliates in any promotion, advertisement, marketing material or any such media, whether in print, online, web based, catalog, or any such published version, without prior written approval from the other party.

## **Intellectual Property and Research Protocol**

Unless otherwise agreed by the Institutions in writing:

- i. Intellectual Property created solely by personnel or students of one party shall be owned in accordance with the policies and procedures of that party;
- ii. Intellectual Property created jointly by personnel or students of more than one party shall be owned jointly, subject to the policies and procedures of the relevant parties; and,
- iii. In the case of joint ownership of Intellectual Property, the relevant parties will in good faith endeavour to establish a joint ownership agreement regarding the allocation and terms of exercising that joint ownership, taking into account the relevant contributions of the parties.

## **Amendments**

This Agreement may not be amended except upon mutual written agreement signed by both Institutions. If any portion of this Agreement is held invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement, and the Institutions will substitute for any such invalid portion hereof a provision which best approximates the effect and intent of the invalid provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

In TORONTO, ONTARIO, CANADA

In BUENOS AIRES, ARGENTINA

**For the Governing Council of the  
University of Toronto,**

**For Universidad Torcuato Di Tella**



\_\_\_\_\_  
Jutta Brunnée  
Dean, Faculty of Law

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Martín Hevia  
Dean, Universidad Torcuato Di Tella



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Trevor Young  
Acting Vice-President and Provost

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Juan José Cruces  
President

## APPENDIX A

### Program Requirements

The Institutions agree that the following academic requirements will be required of all students registered in the Dual Degree Program for a period of five years following the Effective Date.

Year	Session 1 March to July	Session 2 August to December
1	Di Tella Buenos Aires  <u>Term 1</u> <ul style="list-style-type: none"> <li>• Constitutional Law</li> <li>• General Jurisprudence</li> <li>• Foundations of Private Law</li> <li>• Contemporary History</li> </ul>	Di Tella Buenos Aires  <u>Term 2</u> <ul style="list-style-type: none"> <li>• Criminal Law I</li> <li>• Constitutional Law II</li> <li>• Law of Obligations</li> <li>• Moral Philosophy</li> </ul>
2	Di Tella Buenos Aires  <u>Term 1</u> <ul style="list-style-type: none"> <li>• Torts</li> <li>• Criminal Law II</li> <li>• Microeconomics</li> <li>• Legal Research and Writing</li> </ul>	Di Tella Buenos Aires  <u>Term 2</u> <ul style="list-style-type: none"> <li>• Political Philosophy</li> <li>• Property Law</li> <li>• Criminal Procedure</li> <li>• Law &amp; Economics</li> </ul>
3	Di Tella Buenos Aires  <u>Term 1</u> <ul style="list-style-type: none"> <li>• Contracts I</li> <li>• Family Law</li> <li>• Labor Law</li> <li>• Corporate Law</li> </ul>	Di Tella Buenos Aires  <u>Term 2</u> <ul style="list-style-type: none"> <li>• Public International Law</li> <li>• Civil Procedure I</li> <li>• Administrative Law</li> <li>• Law and Society</li> </ul>

4	<p>Di Tella Buenos Aires</p> <p><b><u>Term 1</u></b></p> <ul style="list-style-type: none"> <li>• Civil Procedure II</li> <li>• Macroeconomics</li> <li>• Tax Law</li> </ul>	<p>Di Tella Buenos Aires</p> <p><b><u>Term 2</u></b></p> <ul style="list-style-type: none"> <li>• Bankruptcy Law</li> <li>• Accounting</li> <li>• Contracts II</li> <li>• Private International Law</li> </ul>
5	<p>Di Tella Buenos Aires</p> <p><b><u>Term 1</u></b></p> <ul style="list-style-type: none"> <li>• Environmental Law</li> <li>• Public Law Clinic, AI Clinic, Pro Bono Service, <i>or</i> Legal Practice <i>and</i></li> <li>• 8 credits in elective courses</li> </ul>	<p>University of Toronto Toronto</p> <p><b><u>LLM – Fall Semester</u></b></p> <p>Over two semesters at UofT, students must complete 28 credits (7 FCE), including a mandatory graduate seminar (the “LLM Seminar”) and a mandatory writing requirements.</p>
6	<p>University of Toronto Toronto</p> <p><b><u>LLM – Winter Semester</u></b></p>	<p><b><u>LL.M. without a Concentration</u></b></p> <p>28 credits or 7 FCEs over three terms (Fall, Winter, Summer).</p> <p>Mandatory Course: LLM Seminar</p> <p>Writing Requirement</p> <p><b><u>LL.M. with a Concentration</u></b></p> <p>Students may take a concentration in one of the following areas: Business Law, Criminal Law, Legal Theory, or Health Law, Ethics and Policy</p> <p>28 credits or 7 FCEs over two terms (Fall, Winter, Summer), 12 credits of which must be from an approved list of courses in the area of concentrations (students in the Legal Theory concentration must take a mandatory Foundations of Legal Theory course).</p> <p>Mandatory Course: LLM Seminar</p> <p>Writing Requirement (to be filled in a course related to the area of concentration).</p>

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		<p>Students in the Dual Degree program must complete the coursework writing requirement by the end of April of their LL.M. year. The coursework writing requirement must be submitted by the Faculty's deadline for the submissions of written work in the winter terms (i.e. April of their LLM year)</p>
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