

**Memorandum of Understanding
Between the Università degli Studi di Napoli l'Orientale
and the Faculty of Law, University of Hong Kong**

RECITALS

WHEREAS, an understanding of the international legal climate is an essential component of legal education and practice in an increasingly interconnected world, and

WHEREAS, as leading institutions of higher education in their respective countries, wish to promote such an understanding through various cooperative undertakings in an affiliation hereinafter referred to as part of the “Consortium”, and

NOW, THEREFORE, the University of Hong Kong and the Università degli Studi di Napoli l'Orientale, hereinafter set forth their shared objectives and mutual understanding concerning This Memorandum of Understanding.

Article I

Objectives

The general purpose of the Consortium is to promote international legal education and an understanding of the interconnectedness of legal systems throughout the world. Accordingly, the University of Hong Kong and the Università degli Studi di Napoli l'Orientale are institutions dedicated to this purpose and amenable to cooperative undertakings in furtherance thereof. A specific purpose of the Consortium is to support the efforts of each member to provide quality legal education and research. The University of Hong Kong and the Università degli Studi di Napoli l'Orientale will seek opportunities for joint projects, and will promote the programs and initiatives of the Consortium.

Article II

Programs and Initiatives of the Consortium

The University of Hong Kong and the Università degli Studi di Napoli l'Orientale shall undertake to promote and participate in the following initiatives and programs, subject in each case to any requisite review and approval by their governing bodies and other authorities of participating institutions and their accrediting organizations:

1. **Comparative Law Conferences:** the University of Hong Kong and the Università degli Studi di Napoli l'Orientale may jointly host symposia from time to time.
2. **New Initiatives and Programs:** the University of Hong Kong and the Università degli Studi di Napoli l'Orientale will work collaboratively to develop new initiatives that will promote and enhance international legal education and research that benefit Consortium Members, their students and faculties.

Article III

Administration of the Consortium

1. **Legal Status of MOU:** While the University of Hong Kong and the Università degli Studi di Napoli l'Orientale mutually expect reasonable cooperation in achieving the objectives set forth herein, the provisions of this MOU are not intended to create any legally binding obligation on any member or its respective affiliated institutions or representatives; nor is this MOU intended to create any partnership, joint venture or other relationship of legal consequence. Neither the University of Hong Kong, nor the Università degli Studi di Napoli l'Orientale shall take any action in the name or on behalf of the other, or make any use or the name, brand or good will of the other, without express written consent. Without limiting the generality of the foregoing, nothing herein shall be construed to bestow on either Member any authority to grant academic credit or other academic status in the name or on behalf of the other Member, or to give rise to any financial obligation on the part of the other Member. The provisions of this MOU and any determination or conduct of the Members pursuant hereto shall in all respects be subject and subordinate to any applicable laws, rules, regulations and other requirements of the applicable governments and host institutions with jurisdiction.
2. **Financial Matters:** Unless otherwise agreed by the party against whom enforcement may be sought, the University of Hong Kong, and the Università degli Studi di Napoli l'Orientale shall each be responsible for their own costs incurred in connection with the organization and operation of the MOU, and each Member shall be entitled to establish and retain any and all tuition, fee, royalty and other revenues generated by it.
3. **Representatives:** Each Member shall designate a faculty or administrative representative to administer the MOU. Such representative shall have such authority with respect to the MOU as such Member institution shall determine in its sole discretion.
4. **Termination and Withdrawal:** This Memorandum will become effective on the date of its signature and remain in effect for five years from the date it is signed.


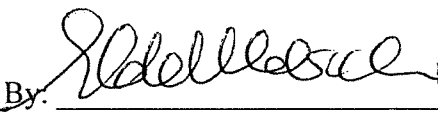

The validity of the Memorandum may be extended when isn't mutually and expressly disagreeable to both parties.

Article IV

Others

- 1. Use of Names, Marks or Logos:** Neither party shall use the other party's name, marks or logo and/or any names that is likely to suggest that it is related to the other party in any advertising, promotion or sales literature without first obtaining written consent of the other party.
- 2. Liability:** Neither party shall be responsible to the other party for any punitive or special damages, indirect or consequential loss or damages or similar, such as, but not limited to, loss of profit, loss of revenue or loss of contracts.
- 3. Applicable Law:** All research, teaching and other activities conducted under this Agreement must be conducted in accordance with the laws, rules, and regulations applicable to each Party. In the case of Università degli Studi di Napoli l'Orientale, these are the laws, rules, and regulations of Università degli Studi di Napoli l'Orientale and Italy. In the case of the University of Hong Kong, this will be conducted in accordance with the laws, rules, and regulations of The University of Hong Kong and Hong Kong SAR.
- 4. Dispute:** If any disputes arise out of this agreement, the parties agree to seek non-litigious means to resolve them. The Vice-President and Pro-Vice-Chancellor (Global) at HKU and Rectorat at Università degli Studi di Napoli l'Orientale, or their designees, shall attempt to resolve any dispute or misunderstanding through collaboration.
- 5. Data Security:** Both parties agree to keep all students' data in strict confidence, and use them solely for the purpose of the programs and initiatives.
- 6. Assignment:** This agreement may not be assigned by either party without prior written consent of the other Party.
- 7. Force Majeure:** The parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, government issued travel warnings or alerts, or other cause beyond the control of the party seeking to invoke this paragraph, either party is unable to perform entirely its obligations, such non-performance shall not be considered a breach of this agreement.

IN WITNESS WHEREOF, the University of Hong Kong and the Università degli Studi di Napoli l'Orientale have caused their fully authorized representatives to execute this Memorandum of Understanding on the dates indicated below.

<p>The University of Hong Kong</p> <p>By: </p> <p>Professor Michael Hor Dean, Faculty of Law</p> <p>Date: <u>02 JAN 2019</u></p>	<p>Università degli Studi di Napoli l'Orientale</p> <p>By: </p> <p>Prof.ssa Elda Morlicchio Rector</p> <p>Date: <u>07 MAR. 2019</u></p> 
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