

MEMORANDUM OF UNDERSTANDING

between

The Institute of Arab and Islamic Studies (IAIS) at the

UNIVERSITY OF EXETER, United Kingdom

And

L'Orientale at the Università di Napoli (OUN), Italy

Background

- (A) This Memorandum sets out the basis upon which the **Institute of Arab and Islamic Studies at the University of Exeter and L'Orientale of the Università di Napoli, Italy** (together the "**Parties**") have agreed to explore the possibility of establishing a closer relationship with a view to promoting further co-operation in areas in which they share common objectives.
- (B) This Memorandum is not intended to be legally binding except for clauses 4, 5, 6, 7, 8 and 9 which the Parties intend to be legally binding.

Common Objectives & Development Opportunities

- 1. The Parties recognise that, in addition to promoting and furthering education and learning in their respective countries, they share certain other common objectives (the "**Common Objectives**"). [These Common Objectives are set out in the Schedule to this Memorandum.] [NOTE: delete last sentence and Schedule if a list of objectives has not been agreed]
- 2. By entering into this Memorandum, the Parties have indicated their intention to co-operate with each other in order to explore the possibility of establishing a closer relationship between them for the purpose of developing and furthering mutually beneficial Common Objectives.
- 3. The exploration of the Common Objectives may result in the Parties agreeing to work together in a particular area and/or on a specific project where a particular opportunity is identified (a "**Development Opportunity**"). In this event, the Parties may decide that it is appropriate to enter into a formal and legally binding agreement in respect of a Development Opportunity. However, both Parties acknowledge that this Memorandum is not intended to be legally binding except for clauses 4, 5, 6, 7, 8 and 9 which the Parties intend to be legally binding.


Confidentiality

4. Each Party undertakes that it will not at any time use, divulge or communicate to any person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any Confidential Information concerning the business or affairs of the other Party which may have come to its knowledge as a result of entering into this Memorandum and each of the Parties shall use its reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. For the avoidance of doubt, this paragraph is legally binding and survives termination of this Memorandum.
5. For the purposes of this Memorandum, "**Confidential Information**" shall mean:
 - 5.1. All information (of whatever nature and however recorded or preserved) disclosed by one Party to the other, which: (a) is marked as or has been otherwise indicated to be confidential; or (b) derives value to a Party from being confidential; or (c) would be regarded as confidential by a reasonable business person; except to the extent that such information is already in the public domain at the time of disclosure or enters the public domain otherwise than by a breach of any obligation of confidentiality.

General

6. Each Party is responsible for its own costs incurred in connection with this Memorandum including but not limited to all discussions concerning the Common Objectives and any Development Opportunity.
7. Either Party may end negotiations in relation to any matter envisaged by this Memorandum (including but not limited to any discussions relating to the pursuit of a Common Objective or a Development Opportunity) at any time without having to give any reasons for doing so or incurring any liability to any other party.
8. This Memorandum and all disputes and claims arising out of, or in connection with them, shall be governed by, and construed in accordance with English law. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under or in connection with this Memorandum.

9. This Memorandum is for the benefit of the parties and is not intended to benefit, or be enforceable by, anyone else.
10. Any formal and legally binding agreements which the Parties determine to be necessary in respect of a Development Opportunity shall be prepared and executed in English. In the event of any discrepancy between such an agreement and a foreign language translation of that agreement, the terms of the agreement prepared and executed in English shall prevail.
11. This Memorandum can be terminated by either Party at any time on 30 days written notice and, unless specifically renewed by the Parties, will automatically terminate five years from the date of signature of this Memorandum by the Institute of Arab and Islamic Studies at the University of Exeter.



Signed _____

Professor Gareth Stansfield
Head of Strategy
University of Exeter
United Kingdom

Date 03 November 2014

Signed _____



Professor Elda Morlicchio
Rector
L'Orientale
Università di Napoli, Naples, Italy

Date: 14 NOV. 2014