

**Memorandum of Understanding  
Between Università degli Studi di Napoli l'Orientale  
And University of the Western Cape  
for 'Consortium'**

**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, **University of the Western Cape** 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, **University of the Western Cape** 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. **University of the Western Cape** 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**

**University of the Western Cape** 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. **Student Exchange Program/Semester Abroad:** **University of the Western Cape** and The Università degli Studi di Napoli l'Orientale will work to develop programs that facilitate student exchange.
2. **Comparative Law Conferences:** **University of the Western Cape**, and the Università degli Studi di Napoli l'Orientale may jointly host symposia from time to time.
3. **New Initiatives and Programs:** **University of the Western Cape** 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 **University of the Western Cape** 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 **University of the Western Cape**, 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 of 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, **University of the Western Cape**, 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 by the parties, upon their mutual agreement prior to the expiry hereof.

IN WITNESS WHEREOF, **University of the Western Cape** 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.

<b>University of the Western Cape</b> By: <u>[Signature]</u> Date: <u>28/3/17</u>	<b>Università degli Studi di Napoli l'Orientale</b> By: <u>[Signature]</u> Date: <u>26 GIU 2017</u>
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