

**Memorandum of Understanding
Between Widener University School of Law, Delaware
And
Università degli Studi di Napoli l'Orientale
For
The Widener Global Law Consortium
For the Advancement of International Legal Education**

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, Widener University School of Law, Delaware (Widener Law Delaware) and the Università degli Studi di Napoli l'Orientale, 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 “**Widener Global Law Consortium**” or “**Consortium**”, and

NOW, THEREFORE, Widener Law Delaware 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, Widener Law Delaware 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 appropriate to the global environment. Widener Law Delaware and the Università degli Studi di Napoli l'Orientale will seek opportunities for joint projects, and will promote the programs of the Consortium.

Article II

Programs and Initiatives of the Consortium

Widener Law Delaware 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. **Joint programs in legal education:** Widener Law Delaware and the Università degli Studi di Napoli l'Orientale will cooperate to create joint legal educational programs open to application by students of both institutions
2. **American Law Summer Program:** Widener Law Delaware offers a summer program to orient law students from other institutions around the world to the U.S. and Delaware Corporate Law. This program will be open to students from The Università degli Studi di Napoli l'Orientale.
3. **Expedited Admission:** Widener Law Delaware will offer expedited admission into its LLM programs to graduates of The Università degli Studi di Napoli l'Orientale who graduate in the top 30% of their class, meet Widener Law Delaware's language skills requirements, and meet such other threshold requirements as Widener Law Delaware may establish from time to time.
4. **Student Exchange Program/Semester Abroad:** Widener Law Delaware and The Università degli Studi di Napoli l'Orientale will work to develop programs that facilitate student exchange.
5. **Student Summer Abroad Programs:** Widener Law Delaware, upon approval of the Delaware faculty and appropriate regulatory bodies, may explore opportunities to sponsor summer educational programs and will work with the Università degli Studi di Napoli l'Orientale to develop a program of study. It is contemplated that such a program will accommodate international cohorts of students and faculty, will focus on comparative and/or international law issues, and will meet such requirements as may be established by applicable accrediting bodies.
6. **Scholar-in-Residence Programs:** Widener Law Delaware and the Università degli Studi di Napoli l'Orientale will work to develop faculty exchange programs that will allow faculty to research and/or teach at the other school for variable periods of time. Widener Law Delaware contemplates hosting visiting scholars from time to time and providing them with office privileges, access to library facilities, and access to faculty events, including events sponsored by state bench and bar, as appropriate. Scholars may be also invited to present their research to the host faculty and/or to teach, co-teach, or guest-teach in their area of expertise.

7. **Comparative Law Conferences:** Widener Law Delaware and the Università degli Studi di Napoli l'Orientale may jointly host symposia from time to time.
8. **New Initiatives and Programs:** Widener Law Delaware and the Università degli Studi di Napoli l'Orientale will work collaboratively to develop new programs 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 Widener Law Delaware 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 Widener Law Delaware 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 any Member any authority to grant academic credit or other academic status in the name or on behalf of another Member, or to give rise to any financial obligation on the part of any 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, Widener Law Delaware 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 mutually agreeable to both parties.

IN WITNESS WHEREOF, Widener Law Delaware 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.

Widener University School of Law	Università degli Studi di Napoli l'Orientale
By: _____	By: _____
Date: _____	Date: <u>28 LUG. 2014</u>

