

MEMORANDUM OF UNDERSTANDING

BETWEEN

LOYOLA LAW SCHOOL LOS ANGELES

AND

UNIVERSITA' DEGLI STUDI DI GENOVA (ITALY), DEPARTMENT OF LAW

In accordance with a mutual desire to promote further cooperation and understanding between the United States and Italy and to enhance the intellectual and experiential resources of our two institutions, Loyola Law School Los Angeles, Loyola Marymount University's graduate college of law, (hereinto referred to as "Loyola") and Università degli Studi di Genova (Italy), with particular reference to its Department of Law (hereinto referred to as "Genoa") (hereinto collectively "Schools", individually "School") voluntarily join in this Memorandum of Understanding (hereinafter referred to as "MOU") on cultural and educational cooperation.

Article 1

This MOU identifies opportunities for institutional exchanges and cooperation between Loyola and Genoa. As set forth herein, Schools agree to promote educational and research cooperation between them with mutual respect for their autonomy and within their available resources.

Schools agree to promote the following general forms of cooperation:

- a) Joint research and educational activities. Areas of cooperation and collaboration may include agreements on dual degree programs and tuition agreements;
- b) The exchange of invitations to scholars (faculty, research personnel and graduate students) to participate in lectures, conferences, and symposia;
- c) The exchange of faculty and research personnel for study and research;
- d) The exchange of students in graduate and undergraduate law degree programs;
- e) Collaboration on projects of mutual scholarly interest, such as research, conferences, etc.;
- f) Any other mutually agreed upon educational activity that would benefit Schools.

Article 2

The Schools agree that this MOU will provide the foundation and framework for the particular projects developed by academic and administrative units from the Schools and that other and future implementing project agreements may supplement or amend this MOU.

Loyola and Genoa will document all such additional agreements to engage in collaborative activities by negotiating and executing a separate agreement such as a Memorandum of Articulation (hereinafter "MOA") to this MOU. To be valid, every MOA must be signed and approved by the appropriate department or unit, college, academic affairs officer, and the

institutional designated person(s) for binding contracts. The terms of the MOA may not, directly or by default, contradict the terms of this MOU between Loyola and Genoa.

Each MOA between Loyola and Genoa must clearly and fully identify the following elements:

- The scope, schedule, and objectives of the activity in detail;
- The commitment of resources, if applicable, and the attendant financial obligations of the respective departments at the Schools.

Article 3

Each institution shall designate an official representative who shall be the contact for all discussion associated with this MOU and any future MOAs, and who shall be responsible for maintaining oversight of this MOU and for the implementation of any MOA entered into by the Schools. For Loyola, depending on the nature of the agreement, this representative shall be either an Associate Dean or the Faculty Director of LLM and JSD Programs. For University of Genoa, this representative shall be Prof. Lorenzo Schiano di Pepe, Department of Law, University of Genoa.

Article 4

This MOU and any MOA will become effective in accordance with its terms on the first joint business day following signature by both parties and shall remain in effect for five years or earlier termination in accordance with this MOU. Notice of intention to renew the MOU and any MOA shall be given at least one hundred eight (180) days prior to the expiration of, as the case may be, the subject MOU or MOA. This MOU and/or any MOA may be renewed or amended at any time before the scheduled expiration by a subsequent written agreement signed by authorized representatives of the Schools.

This MOU and any MOA may be terminated by either party upon ninety (90) days prior written notice to the other party. Termination of the MOU shall concurrently and automatically terminate all associated MOA(s) as of the effective date of termination of the MOU.

If the MOU or an MOA expire or are terminated, students who have been admitted to and have already commenced study in an academic program(s) authorized in the expired or terminated MOA will be allowed to continue in their commenced but as yet uncompleted academic program(s) to the student's completion of the subject academic program as long as the student continues to pursue the academic program meeting minimum enrollment requirements, and is in good academic standing at University of Genoa, Loyola and in the subject program(s).

Article 5

Both Schools ensure insurance and safety measures, for each mobility (both to students and staff) as below specified:

SAFETY:

As regards safety in the workplace of incoming mobility from the partner School, taking part in activities in the frame of this agreement: where the host School belongs to an EU Member State, the host School shall conform to applicable European Union legislation; where the host School belongs to a non-EU Member State, the host School shall conform to applicable national legislation.

In order to comply with the “*Testo Unico sulla sicurezza sul lavoro*” (i.e. Safety and Security at Work Act), pursuant to “D.Lgs. 9.4.2008, n. 81”, and as further provided by “D.Lgs. 3.8.2009 n. 106” and by “D.M. 363/98”, the Schools agree as follows:

- Genoa, as employer, represented by its Rector Professor Paolo Comanducci undertakes the same obligations towards incoming mobilities from the partner institutions for the activities carried out in the frame of the agreement;
- Loyola, as employer, represented by its Dean Michael Waterstone, undertakes all the obligations in compliance with all U.S. legislation relative to safety and security in the workplace towards incoming mobilities from the partner institution for the activities in the frame of the agreement;

INSURANCE:

In accordance with the applicable provisions in force in their respective countries, or at their universities, both Schools shall verify the insurance cover, including healthcare, of participating members.

UNIGE provides mobility students and staff with an insurance coverage for civil liability and accidents. The insurance policy states terms and conditions of the coverage. Students and staff must acquire, at their own expense, an additional insurance policy to be adequately covered if necessary.

Where the MOA foresees scientific and laboratory activities, such implementation agreements shall specify the details of insurance cover.

Article 6

Should a controversy arise between Schools concerning the interpretation or the application of the present MOU, Schools will endeavor to amicably find a mutually agreeable solution. In the

impossibility to reach a mutually agreeable solution by amicable means, the jurisdiction and venue will be the one of the courts of the place where the seat of the defendant School is located, i.e. for the avoidance of doubts Genoa for a claim brought by Loyola and Los Angeles, California, for a claim brought by University of Genoa.

This Agreement shall be governed by and interpreted in accordance with the laws of Italy as far as facts and conducts occurred in Italy are concerned; it shall be governed and interpreted in accordance with the laws of the State of California and the United States as far as facts and conducts occurred in the United States of America are concerned.

Each School agrees hereto to the other country's venue, jurisdiction and applicable laws as indicated above.

In case a claim or action against one School:

- (a) arises from any breach by the other School of this MOU or any associate MOA;
- (b) arises from the other School's provision of incomplete or inaccurate information to students;
- or
- (c) arises from any act or omission of the other School related to this MOU or associate MOA.

such other School shall defend, indemnify and hold harmless the former School and its trustees, officers, directors, employees, students and their agents from and against any damages, losses, liabilities, penalties and expenses (including costs and reasonable attorneys' fees) in connection with such claim or action.

In this connection, in addition,

- (i) Schools agree to reasonably cooperate with each other and its counsel in defending against or settling any such claim or action;
- (ii) Schools agree to provide the other with prompt written notice in the event of any such claims or actions.

Loyola will purchase and maintain commercial general liability insurance in amounts of not less than \$1,000,000 (USD) or its equivalent. Upon request, schools will provide evidence of such insurance to each other.

Genoa will purchase and maintain commercial general liability insurance amounting to a maximum of € 5,000,000.

Upon request, **both the Parties** will provide evidence of such insurance to each other.

In connection with this MOU and all associated MOAs, Schools agree to comply with all applicable laws and regulations including, without limitation, all applicable laws and regulations of the United States, Italy, California and other state, province and local laws.

The provisions of this MOU shall also govern all further and future MOAs agreed upon by the Parties.

This Memorandum of Understanding is entered into on the day on which the signatures of Loyola and University of Genoa will both have occurred.

For LOYOLA MARYMOUNT
UNIVERSITY/LOYOLA LAW SCHOOL

For UNIVERSITÀ DEGLI STUDI DI
GENOVA

By: _____
Michael Waterstone
SVP and Dean, Loyola Law School

By: _____
Prof. Paolo Comanducci
Rector

Date

Date

By: _____
Thomas O. Fleming,
SVP and CFO, Loyola Marymount Univ.

By: _____
Prof. Riccardo Ferrante
Head of Department of Law

Date

Date