## MEMORANDUM OF UNDERSTANDING BETWEEN FORDHAM UNIVERSITY, USA AND UNIVERSITÀ DEGLI STUDI DI MILANO - BICOCCA, ITALY

Fordham University, a not-for-profit educational institution chartered by Special Act of the Legislature of the State of New York, United States of America, with a principal place of business located at 441 East Fordham Road, Bronx, New York 10458, USA, and Università degli Studi di Milano - Bicocca, with a principal place of business at Piazza dell'Ateneo nuovo, 1, 20126 Milano, agree to encourage academic co-operation through research and study as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing shall become an integral part of this Memorandum of Understanding (MoU).

## Purpose of the MoU:

- a) To encourage visits by faculty and students from one university to the other for the purpose of engaging in research and education;
- b) To facilitate the admission of qualified students from one university to the other for the purpose of enrolling in undergraduate and graduate programs, and in the case of advanced graduate students, participating in research;
- c) To foster the exchange of academic publications and scholarly information; and
- d) To promote other academic activities which enhance the above-mentioned goals.
- 2) Both universities acknowledge that the visit by faculty and students from one university to another shall be subject to the laws of the United States of America and Italy and shall comply with the regulations and policies of Fordham University and Università degli Studi di Milano Bicocca.
- 3) Both universities agree that all expenses, including research materials, international and domestic travel, per diem, honoraria and all other costs, shall be the responsibility of the home university and determined on a case-by-case basis. However, each side will do its utmost to make available university accommodation to visiting faculty and students.
- 4) Both universities agree to automatically renew this Memorandum of Understanding annually for a five (5) year period from the final signature date. After five (5) years, both universities agree to evaluate this MoU for future co-operation. Both universities acknowledge that this MoU is subject to revision and termination without cause at any time by mutual consent, or by six (6) months' written notice by either party.
- 5) Both universities undertake to comply with the 2016/679 EU regulation (GDPR) concerning the protection of individuals with regard to the processing of personal data. The parties undertake to process data exclusively for the purposes identified in the agreement. The parties undertake to take all the appropriate technical and organizational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure of access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the personal data to be protected.

6) Both universities shall make every effort to reach an out-of-court settlement for any disputes that may arise on signing or performing this Agreement. The Courts of Milan have jurisdiction over any dispute that may arise in relation to the performance of this contract.

On behalf of Fordham University

On behalf of Università degli Studi di Milano - Bicocca

Ellen Fahey-Smith
Associate Vice-President

Date: 4 Feb 2020

Gabriella Pasi

Vice Rector for International Affairs

Date: 23/12/2019

## SUPPLEMENTAL LETTER OF AGREEMENT (SLOA) BETWEEN FORDHAM UNIVERSITY AND UNIVERSITÀ DEGLI STUDI DI MILANO - BICOCCA

The purpose of this Supplementary Letter of Agreement (SLOA) is to set out the terms and conditions of collaboration between Fordham University on behalf of Fordham School of Law ("Fordham Law") and Università degli Studi di Milano - Bicocca ("Bicocca"). This SLOA is to be seen as an integral part of the Memorandum of Understanding (SLOA) between Fordham University and Bicocca. The parties hereby agree to encourage academic co-operation through research and study as stipulated below:

- Institute in New York City. The name of the students nominated will be communicated to Fordham Law, and such students will complete and submit the online application form. Fordham Law will waive 20% the program fee associated with this program (not including housing), provided that Bicocca sends at least three (3) students. The nominated students will remain responsible for all other expenses associated with the program, including but not limited to travel, accommodations, visa, health insurance/health care, food, and entertainment. Fordham Law reserves the right to cancel this program for any term, or permanently, due to low enrollment.
- 2. Bicocca agrees to publicize Fordham Law degree and non-degree programs through its webpage and otherwise.
- 3. Both Parties will appoint an individual to be responsible for complying with the terms of the SLOA. For Fordham Law, that person initially is Toni Jaeger-Fine, Assistant Dean; for Bicocca, that person initially is Danilo Semeghini, Professor of Business Law.
- 4. Both Parties acknowledge that any visits by Bicocca students to Fordham Law will be subject to the entry and visa regulations of the United States of America and that such individuals shall comply with the regulations and policies of Fordham University and Fordham Law.
- The Parties will review the terms of the SLOA annually to assess the success of the arrangement, and will determine whether to continue, modify or discontinue the SLOA. Either party may terminate this SLOA without cause at any time by giving six (6) months' notice in writing to the other party. Regardless of termination, the Parties shall continue to fulfill their obligations hereunder until all participants who have commenced the program may complete the term in session at the time of termination or work that is in progress at the time of termination.

6. This SLOA shall take effect when signed by both Parties, and will remain in effect for an initial period of five (5) years, unless terminated earlier as described above.

On behalf of Fordham University

Ellen Fahey-Smith

Associate Vice-President

Date:

4 feb 2020

On behalf of Università degli Studi di Milano - Bicocca

Gabriella Pasi

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Vice Rector for International Affairs

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