



MEMORANDUM OF UNDERSTANDING
between
the Beijing Normal University (P.R. China)
and
the University of Macerata (Italy)

The University of Macerata, hereinafter also “**UniMC**”, with headquarter in via Crescimbeni nn. 30/32, postcode 62100, Macerata, Italy, represented by its Rector, Prof. John Mc Court, and the Law School of the Beijing Normal University, hereinafter “**BNU**” with headquarter in Beijing, **P.R. China**, represented by its Dean, Prof. LIANG Yingxiu agree on this Memorandum of Understanding according to the following terms.

Article I - Relevance of the strategy

UniMC and BNU agree that this Memorandum is part of their internationalization strategies for the two parties as well as the institutional aim of the academic institutions involved.

The aim, in particular, is to involve students in training in the investigation process, having them experience the fruitfulness of interdisciplinary work, of a dialogue between many cultural and linguistic traditions, different courses of study, and methodological perspectives.

Article II - Object

The purpose of this Memorandum is the joint academic international cooperation through one or more of the following activities in a spirit of friendship and mutual understanding without any financial burden on parties:

- promoting academic exchange and cooperation for scientific research, sharing innovative, technological, and socio-economic contents and objectives, exchanging experiences related to educational and didactic systems in areas of common interest, and participating reciprocally in national and international academic events like seminars and meetings;
- enhancing the individual mobility of professors, researchers, undergraduate, postgraduate and Ph.D. students, and administrative staff for the benefit of international teaching, research, study, and the exchange of know-how and best practices;
- strengthening internationalization processes related to teaching, research, and third mission by fostering active scientific and educational cooperation, also by sharing bibliographic resources and academic projects of particular complexity and interest.

Article III - Implementation

Should the implementation of the previous article require a specific agreement between the parties or the provision of financial resources, the parties shall develop specific projects and working plans to be formalized in proper Addenda connected to this

Memorandum.

These Addenda (if applicable) shall specify the details necessary for the implementation of the foreseen activities and each party will financially sustain the related expenses:

- Addendum n. 1: the plan of teaching and training staff mobility activities;
- Addendum n. 2: the plan of student mobility activities.

Article IV - Coordination and monitoring

To coordinate and monitor the jointly agreed activities, each University shall appoint its representative as coordinator.

UniMC appoints professor Francesca Spigarelli.

BNU appoints Ms. YU Luping.

The two persons appointed shall periodically monitor the outcomes of this Memorandum and will report to their own academic body.

Article V - Intellectual property

The intellectual property rights arising from the activities realized in the framework of this Memorandum belong to the relevant party and/or its author if they are the result of individual activity, to both parties, and/or to their common authors if they are the result of common initiatives. Publications shall mention this origin. For the activities which might produce outcomes with economic effects, the parties shall jointly arrange the property rights and their protection according to their own rules.

Article VI - Use of the Logo of Universities

The parties may use the respective institutional logos for the Memorandum related activities and documents under the following conditions:

- a) neither party is authorized to use the name and logo of the other party for advertisement and marketing. The use of the name of the other party to factually mention the collaboration is however authorized;
- b) the use of the logo is specific to the activities of the memorandum and limited to the terms of the same;
- c) the use of the logo cannot damage in any way the good name, image, decorum, or reputation of both parties;
- d) the parties are kept free from any problem that may come from the use of their logo, as well as from any denigrating use or misrepresentation of their public name.

Article VII - Resolution of disputes

The parties shall commit themselves to solve any dispute connected to the interpretation or implementation of this Memorandum through negotiation. When a jointly agreed solution cannot be achieved, the disputes shall be submitted to the unappealable decision of a proper arbitration panel composed of three members. Each party shall appoint one member. The two appointed members shall jointly appoint the third member with the role of chairperson.

Article VIII - Coming into force and terms

This memorandum shall be effective from the date of the latest signature below and shall remain in force for five (5) years following this date unless written notice is given by either party. The notice shall take effect three (3) months after the date of notification to the other party. Nevertheless, the activities in progress within the framework of this Memorandum

shall not be compromised by the notice and shall be normally concluded.
This Memorandum is drafted in the English language and it is legally binding. Each party shall keep one original copy.

Beijing Normal University (P.R. China) University of Macerata (Italy)

Date 12/07/2024

Date 30/05/2024

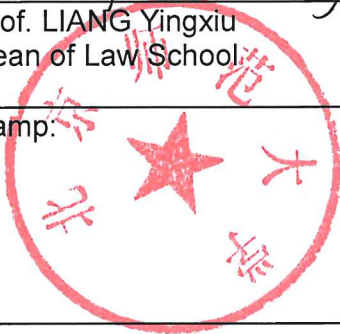
Yingxiu Liang

John Mc Court

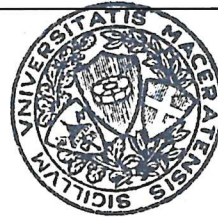
Prof. LIANG Yingxiu
Dean of Law School

Prof. John Mc Court
Rector

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STUDENT EXCHANGE AGREEMENT

BETWEEN

UNIVERSITY OF MACERATA

AND

BEIJING NORMAL UNIVERSITY

This STUDENT EXCHANGE AGREEMENT is made and entered into and between

Department of Law, University of Macerata at with office address at Via Crescimbeni, 30-32, represented by its Rector, John Mc Court, and hereafter referred to UNIMC.

School of Law at Beijing Normal University with office address at No.19 Xin Jie Kou Outer Street, Haidian District, Beijing, PRC, 100875, represented by its Dean, LIANG Xingxiu, and hereafter referred to BNU.

Both Parties agree to expand educational opportunities and further international understanding.

Recitals

It is the intention of the two institutions to promote internationalization by stimulating and supporting inter-cultural exchanges between students from BNU and students from UNIMC

Each institution desires that its students have an opportunity to enrich their educational experience by adding an international dimension to their studies. Further, it is the desire of each institution to allow participating students opportunities to broaden their perspectives and increase their awareness and understanding of other cultures and of international issues.

Article 1 Purpose

The objective of this agreement is to establish a student exchange program between BNU and UNIMC based on the principles of mutual equality and reciprocity of benefits.

Article 2 Definitions

In this Agreement unless the context implies otherwise: "exchange" shall mean a one-for-one exchange of students from each party; "exchange students" shall mean students participating in the student exchange program implemented herein; "student exchange program" shall mean the student exchange program established herein; "institutions" shall mean all parties to this Agreement; "home institution" shall mean the party at which the student intends to graduate; "host institution" shall mean the party which has agreed to accept the exchange students from the home institution.

Article 3 Number of Exchange students

FROM	TO	Subject area code [ISCED] ¹	Subject area name	Study cycle short cycle, 1 st , 2 nd or 3 rd	Total number of Students [please specify also the cycles: e.g. 1 student of 1 st cycle; 2 students of 2 nd cycle]	Total number of Months for each student
UNIMC	BNU	042	Law	LM o L	1	1 semester
BNU	UNIMC	042	Law	/	1	1 semester

A maximum of 1 semester student will be exchanged between both institutions in each academic year. The number of students may be amended or varied by mutual agreement. For the purposes of reciprocity, one student enrolling for one academic year of study is equivalent to two students enrolling for one semester.

The exchange program aims for a balance in the number of students exchanged over the term of the agreement. If either university is unable to send the maximum number of students for study during any year of the agreement, then that university will be eligible to send additional students, equal to the deficit, in the following year of the agreement. The intention is that over time, an equal number of student-semester will be undertaken in each direction. The exchange program will be reviewed annually by the Institutions to determine the number of semester places available under the exchange program for the subsequent year.

Article 4 Academic Year

A selected student may participate in the exchange program for one semester or academic year of study at the host institution.

The agreement of both universities must be obtained by the exchange student to extend the duration of study at the host institution into the following semester, subject to an academic year being the maximum duration of study at the host institution.

Academic Calendar

Receiving institution	1 st semester (fall semester)	Exams of the 1 st semester (fall semester)	2 nd semester (spring semester)	Exams of the 2 nd semester (spring semester)
UNIMC ²	mid-September – early December	Mid-December – end of February	beginning of February – end of May	beginning of May – end of July
BNU	Early September – end of December	end of December (TBC)	Mid-February – end of June	end of June (TBC)

¹ [ISCED Codes](#)

² Please check the specific calendar of each Department on this page <http://iro.unimc.it/en/students/incoming-students/erasmus-incoming-students/erasmus-incoming-students/didactics/academic-calendar>

Article 5 Prerequisites for Selection

Both institutions will select students for this exchange program on the basis of merit and other non-discriminatory eligibility criteria as listed in Annex I.

The selected student must meet the admission requirements of the host institution and may have to fulfill other conditions, prerequisites and documentation for the host institution. The selected student will be nominated by the home institution for admission as an exchange student of the host institution in the following academic year.

Article 6 Selection & Nomination

The home institution will in each case be responsible for selecting students for exchange under the scheme and will forward all required documentation to the host institution to comply with their application procedures and deadlines.

Receiving institution	Autumn term* [month]	Spring term* [month]
UNIMC	June 15	October 30
BNU	April 15th	October 15th

UNIMC

Partner institutions should send their nominations by email (pls. give the student's first and family name, e-mail, area of studies, and the semester of mobility).

The students accepted will receive a Welcome e-mail and useful information for their future stay at the University of Macerata. Then the students should apply according to the procedure given on:

<http://www2.unimc.it/cri/studenti-stranieri/foreign-students-coming-within-international-agreements/enrolment-process>.

Relevant information for students coming within international agreement:

<http://iro.unimc.it/en/students/incoming-students/students-coming-within-international-agreements>

Students chosen by the home institution shall normally be accepted by the host institution, but each institution reserves the right to decline to accept candidates. The home institution may appeal the rejection.

Article 7 Status of Exchange Student

(a) The student from School of Law of Beijing Normal University shall normally be accepted as full-time, non-degree seeking student at undergraduate or graduate level or as student in the Center for Language Studies. He/she may request to take examination on courses at the host institution. Any other appropriate status or a semester-wise combination of these affiliations shall be considered by the host institution upon request by the student.

(b) The student from UNIMC shall normally be accepted as a non-degree-seeking exchange Bachelor or Master student.

(c) Exchange students are subject to the rules and regulations of the host institution, in addition to those of the home institution. Participation in an exchange under this agreement carries no expectations of subsequent transfer to the regular degree programs of the host Faculty.

Article 8 Fees & Expenses

The exchange students shall, in principle, be exempt from admission fees and all academic tuition fees at the host institution for attendance at regular academic lectures or for language programs. Students will pay the normal tuition fees at their home institution for the period of the exchange.

The exchange students are responsible for their travel and insurance expenses and such personal expenses as accommodation expenses, telephone charges, books, and expenses during vacation periods.

The institutions will make every effort to obtain, when available, scholarships and/or other financial assistance so that the financial burden for exchange students while at the host institution will be kept to a minimum. However, there is no guarantee that such financial assistance will be available and/or provided.

Article 9 Registration & Administration

i) The student participating in the exchange program will be registered as a non-degree, non-graduating or not-for-degree student for the duration of study at the host institution. This exchange program MOU excludes any expectation of a transfer to the graduating program of the host institution.

ii) The host institution will ensure that the students are provided with the necessary documentation for obtaining the appropriate visa and will arrange an orientation program for the exchange students.

iii) The host university will make every reasonable effort to provide university-approved or suitable accommodation on or off-campus. Accommodation, although not guaranteed, will be provided at the standard rates. Accommodation does not extend to dependants and/or spouses.

iv) The home university will endeavor to ensure that outgoing exchange students are suitably prepared for their exchange experience in relation to both academic matters and matters of health, language and culture/local customs. The host university will provide appropriate assistance in these same matters for incoming exchange students.

v) The host university will issue an official transcript of credits to the exchange student's home institution upon completion of the duration of study. Responsibility for the transfer of host institution credits rests with the home institution.

vi) The host university will notify the home university as soon as it becomes aware of any emergency situation involving an exchange student.

Article 10 Medical Coverage and other Insurances

Each student or exchange faculty member must obtain insurance to cover medical contingencies in the host country, as for hospitalization and other medical expenses. Students shall be liable for the health insurance and other insurances.

Article 11 Visa

The institutions will extend due assistance to the exchange students in obtaining proper visa and in other related immigration and registration formalities. It is however the final responsibility of the exchange student or exchange faculty member to obtain his/her visa.

Article 12 Term and Implementation

i) The agreement will come into force upon signature by the authorized representatives of both universities (the date being that of the final signature) and will remain in effect in the first instance for a period of 5 years.

ii) Both universities may at any time review this Agreement and the actions taken under it. Modifications to this agreement may be made only in writing by mutual consent.

iii) The MOU may be extended upon its expiry with the written agreement of both universities.

iv) Either of the universities may terminate this agreement by written notification to the other university of its desire to terminate one year prior to the desired date of termination. The termination of this agreement shall not affect the implementation of the exchanges or programs approved under it prior to such termination.

v) At UNIMC the responsible office will be the International Mobility Office
Via pescheria vecchia n. 8 62100 Macerata – Italy
Head of the International Mobility office: Antonella Tiberi
cri@unimc.it, ph. +39 0733 2586040, fax +39 0733 2586039.

At BNU the responsible office will be the Office of International Exchange and Cooperation.
Office of Law School, Room 1915, New Main Building
Beijing Normal University,
No. 19 Xijiekouwai Street, Haidian District, Beijing, China
Postcode: 100875

Both universities welcome the establishment of this exchange program and jointly agree to the terms of this agreement as set out above.

This agreement is a non-legally binding expression of the current intentions of the parties, and the parties will not incur nor be bound by any legal obligations or expense as a result of this agreement.

Beijing Normal University (P.R. China)

Date 12/07/2024



Yingxiu Liang

Prof. LIANG Yingxiu
Dean of Law School

Stamp:

University of Macerata (Italy)

Date 30/05/2024


John Mc Court

Prof. John Mc Court
Rector



Stamp:

ANNEX I SELECTION CRITERIA-Article 5

The home institution must ensure that the student(s) selected for the exchange program:

- i. are registered as full-time undergraduate or graduate students of the home institution;
- ii. are students of good standing at the home institution;
- iii. propose an appropriate program of study at the host institution;
- iv. show the aptitude, motivation and maturity, to thrive in the environment at the host institution;
- v. have sufficient funds for all fees, personal and living expenses for the duration of study abroad at the host institution;
- vi. language waiver: the two Universities will not ask nominated incoming students for language certifications, given that the Partner Institution will select outgoing students with a good knowledge of English language, and given a mutual trust on selection.

Recommended language skills

The sending institution, following the agreement with the receiving institution, is responsible for providing support to its nominated candidates so that they can have the recommended language skills at the start of the study or teaching period:

Receiving institution	Language of instruction 1	Language of instruction 2	Recommended language of instruction level ³ Student Mobility for Studies
UNIMC	Italian	English (where indicated)	A2 Italian B1 English
BNU	Chinese	English	Native speaker of English or TOEFL 85/ IELTS 6.5 or above



³ For an easier and consistent understanding of language requirements, use of the Common European Framework of Reference for Languages (CEFR) is recommended, see <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>