

**AGREEMENT OF COOPERATION BETWEEN THE DEPARTMENT OF LAW OF THE
UNIVERSITY OF MACERATA (ITALY)
AND THE SCHOOL OF LAW OF CHUNG-ANG UNIVERSITY (SOUTH KOREA)**

The Department of Law of the University of Macerata, represented by its Rector, Prof. Luigi Lacchè, and The School of Law of Chung-Ang University, represented by its Dean, Prof. Hyung-Joon Kim, agree to the following:

ARTICLE 1

This agreement is made by the Department of Law of the University of Macerata and the School of Law of Chung-Ang University, in order to promote cooperation in the field of research, teaching, and student exchange program and to encourage artistic and cultural projects of mutual interest.

ARTICLE 2

Co-operation between the two schools may include:

- a) the conduct of research projects of mutual interest;
- b) exchange visits of faculty members and researchers in order to carry out research and consultations and to encourage the training of scientific personnel;
- c) the organization of joint seminars, symposia and discussions on topics of common interest;
- d) the exchange of students.

ARTICLE 3

The Department of Law of the University of Macerata and the School of Law of Chung-Ang University, agree that the host University will not bear any financial responsibility for visiting teaching or researcher, except as may be arranged and explicitly documented for specific cases. During their period of stay at the host University, the faculty members and the researchers participating in the said exchange will be considered as staff "on a mission" abroad.

ARTICLE 4

Visiting staff must have a personal and third party insurance policy for appropriate accident coverage valid for their period of stay in the host country and host university.

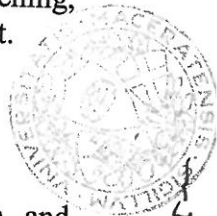
ARTICLE 5

The two schools mutually undertake to:

- facilitate the recognition of qualifications issued by the partner university in order to promote registration and enrolment procedures for students from partner universities wishing to continue studies at another university, avoiding the need to produce superfluous administrative documents. This will in any case be done in compliance with the statutory requirements of both countries;
- take any other measures to facilitate student registration/enrolment procedures and the recognition of prior university studies.
- facilitate the dissemination of information and guidance on the opportunities for continuing studies in the partner institutions and the availability of scholarships and national and international funding available to students, assistant professors, professors, technical and administrative staff for mobility between the two institutions for the development of projects and joint initiatives.

ARTICLE 6

Each school will appoint a co-ordinator for the exchange program.



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(Prof. Luigi Lacchè)

Hyung-Joon Kim

ARTICLE 7

The resolution of any dispute that may rise in relation to the present agreement will be amicably settled by the parties.

ARTICLE 8

The present agreement is valid for a period of five years. Either party will be able to express its intentions to withdraw by giving a 6 month written notice to that effect.

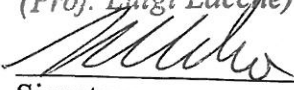
Date 12/12/2013

Rector

University of Macerata

Prof. Luigi Lacché

(Prof. Luigi Lacché)



Signature



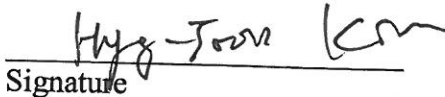
Date 12/12/2013

Dean

School of Law

Chung-Ang University

Prof. Hyung-Joon Kim



Signature



**ADDENDUM TO THE AGREEMENT OF COOPERATION BETWEEN THE
DEPARTMENT OF LAW OF THE
UNIVERSITY OF MACERATA
AND THE SCHOOL OF LAW OF CHUNG-ANG UNIVERSITY FOR STUDENT
MOBILITY**

The Department of Law of the University of Macerata, represented by its Rector, Prof. Luigi Lacchè, and the School of Law of Chung-Ang University, represented by its Dean, Prof. Hyung-Joon Kim, agree to the following:

ARTICLE 1

The two schools undersign this agreement in order to promote the exchange of students

ARTICLE 2

The two schools shall exchange not more than 3 students each academic year. The institutions undertake to balance the numbers of students from each institution over the term of the Agreement. Should one University send no exchange student at all in any one academic year, the other University will still be allowed to send at least one (1) exchange student (for either a semester or full academic year stay).

ARTICLE 3

The host institution will not bear any financial responsibility for incoming exchange students except as may be arranged and explicitly documented for specific cases.

ARTICLE 4

The minimum length of the study abroad period is one semester, which may be extended, as a maximum length, to another semester.

ARTICLE 5

Exchange students shall continue as candidates for degree at their home University and cannot be candidate for degree at the host University. Exchange students, by the time and until the end of enrolment abroad, cannot get their final degree at their home University.

ARTICLE 6

The host institution shall evaluate the academic performance of each exchange student according to its rules and shall send the home institution the academic record/transcript of each exchange student. The home institution undertakes to recognize courses taken and exams passed at the host university by exchange students according to its own regulation.

ARTICLE 7

Each school shall appoint a co-ordinator for the exchange program. Exchange students will be selected initially by the home institutions, and the host institution will make the final admission decisions in each case.

ARTICLE 8

Each exchange student will have the possibility to plan the study program to be carried out at the host institution with the help of academic advisors of both the home and host institutions. Depending on the study course, language and/or other prerequisites may be imposed in accordance with the regulations of the host institution. Exchange students will normally be permitted to enter courses unless these courses are subject to limited enrolments



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Hyung-Joon Kim

ARTICLE 9

Exchange students will meet all requirements of the host country with regards to immigration, including arrangements for their families and dependents, if necessary. Each institution agrees that the laws of the host country will be applied in relation to any matter concerning:

- 1) The parties obligations with regards to the exchange program defined by the present agreement
- 2) Provision of educational services to students by the host institution
- 3) Privacy or protection of personal data of the exchange students

Exchange students will guarantee that they keep their host institution fully informed about their movements and their contact details during the period of their exchange. The host institution will act as a point of contact for the exchange students.

ARTICLE 10

Exchange students shall take out personal and third party insurance policy which must be valid for the period of stay in the host country and at the host institution. Exchange students shall be responsible for their own expenses, including travel expenses, food, accommodation costs, and health care fees. The host institution will assist the exchange student to find initial accommodation wherever necessary.

ARTICLE 11

This agreement shall enter into force on the date of its signing by both institutions and will be valid for a period of five years starting from that date. Each of the two parties will be able to withdraw by giving a 6 months prior written notice to that effect. In the absence of such an early termination, the renewal of this Agreement shall be reviewed by the two institutions no less than six months prior to the natural termination of the current Agreement.

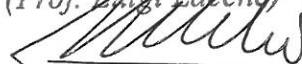
If one of the parties wish to withdraw from the Agreement, the host institution will honour the terms of it with regards to student mobility that has been arranged before the interruption, as if the Agreement was still in force.

The terms of this Agreement may be revised or modified at any time through a joint review made by both institutions. No revision or modification shall come into effect until both institutions sign a letter formally approving the revision or modification.

Date 12/12/2013
Rector

University of Macerata
Prof. Luigi Lacché

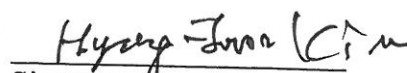
IL RETTORE
(Prof. Luigi Lacché)


Signature



Date 12/12/2013
Dean

School of Law
Chung-Ang University
Prof. Hyung-Joon Kim


Signature



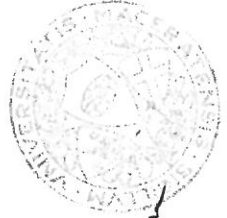
Service Agreement

BETWEEN

**The School of Law of Chung-Ang University
(Republic of Korea)**

- and -

The University of Macerata (Italy)



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(Prof. *Paigi Lacché*)

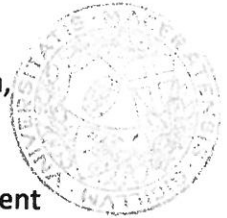
Hyung Jom Kim

Parties:

This Agreement is made between:

Chung-Ang University, 83 Heukseok-Ro, Dongjak-Gu Seoul 156-756 Republic of Korea,
School of Law

The University of Macerata, Piaggia della Torre, 8 - 62100 Macerata, Italy, Department
of Law



Introduction:

- (a) Chung-Ang University School of Law (hereinafter "Chung-Ang University") is located in Seoul, Republic of Korea, and Macerata University Department of Law (hereinafter "Macerata University") is located in Macerata Italy.
- (b) The Parties have agreed to enter into this Agreement to record the terms and conditions that will regulate their relationship from the Commencement Date.
- (c) Chung-Ang University is committed in organizing, starting from 2014, a training program similar to the one regulated by this Agreement, for the benefit of students and academics from Macerata University, as well as lawyers in the Marche Region.

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(Prof. ~~Angi~~ Lacché)

Hyun-Joon Kim

The parties agree and acknowledge the following:

1. THE PROGRAM

Chung-Ang University will conduct a European Summer Law Program at Macerata University's premises. The Program is available to eligible Chung-Ang University students and academics, as well as to South Korean lawyers. The Program, as outlined in APPENDIX A, will be presented over a one-week period.

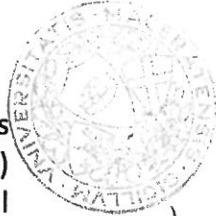
2. TERM OF AGREEMENT

- 2.1. Subject to the provisions of this clause, this Agreement is effective from the Commencement Date and will continue in force for a period of 1 year or until earlier terminated by either Party giving one month's written notice.
- 2.2. If, when a notice is given pursuant to clause 2.1, any Participants are undertaking the Program, Macerata University will allow those Participants to complete the Program with the requisite Services being maintained.

- 2.3. The Parties will, at least one month before the expiry of this Agreement, consult with each other to decide whether to extend or renew this Agreement, and if so on what terms.

3. PROGRAM DELIVERY

- 3.1. Chung-Ang University will oversee the Program at Macerata University's premises for a one week period each European Summer (June and / or July) during the Term, on a commencement date determined at each Annual Review.
- 3.2. By 31 December in each year of the Term ("Initial Notification Date"), Chung-Ang University will notify Macerata University of the proposed number of Participants for the following Program intake.
- 3.3. By 30 April in each year of the Term ("Final Notification Date"), Chung-Ang University will notify Macerata University of details for the following Program intake, including:
- (a) the confirmed number of Staff and Participants who will be undertaking the Program;
 - (b) the date of arrival and departure for each of the Staff and Participants; and
 - (c) for the purpose of arranging appropriate accommodation for the Participants:
 - i. the Participant's full name, gender, date of birth, address, Participant tax code, 2 small pictures and their preference for a single or double room; and
 - ii. a copy of their passport and completed health form.
- 3.4. Chung-Ang University has complete discretion over the admissions process and number of Participants who participate in the Program, subject to clauses 3.5 and 3.6.
- 3.5. A minimum of 15 Participants must be enrolled in the Program for it to be delivered. If the minimum number of Participants had not enrolled in the Program by the Final Notification Date, Macerata University is not required to provide the Services. If this occurs, Chung-Ang University is not required to pay any Fees.



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Hyun-Joon Cho

- 3.6. A maximum of 35 Participants may be enrolled in the Program. If Chung-Ang University wishes to exceed the maximum number, it may request and Macerata University will consider whether it is possible for the Services to be delivered to the proposed number of Participants.
- 3.7. Macerata University will provide lecturers and arrange visits as outlined in APPENDIX A.

4. ANNUAL REVIEW

- 4.1. In January in each year of the Term, the Parties will conduct an annual review. At the Annual Review, the Parties will finalize the variable details for the following Program intake as referred to throughout this Agreement, being:
- (a) the commencement date for the following Program intake (clause 3.1);
 - (b) the Program timetable including days, hours and locations for each subject being offered in the Program (clause 5.3);
 - (c) Names and contact details for Macerata University support staff (clause 5.4);
 - (d) Names and contact details for Chung-Ang University Staff (clause 6.1); and
 - (e) Fees (clause 8).
- 4.2. The details are to be agreed by the Parties in writing. These details do not alter the remainder of the terms of this Agreement.

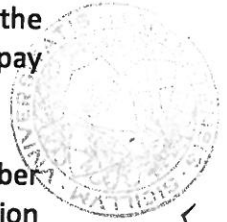
5. MACERATA'S SERVICES

Macerata University will provide the following services to Participants and Staff:

- 5.1. Welcome: Macerata University will arrange a meeting with Staff and Participants when they arrive at Macerata. This will be attended by Macerata University's Liaison Officers or their delegate. They will also arrange an orientation tour of the Macerata University premises.
- 5.2. Accommodation



- (a) Accommodation will be made available (both single and double rooms) for Participants in the Macerata University residential facility or other accommodation available in Macerata. Participants will be charged of the same cost that students and faculty from Macerata University have to pay when using those accommodations.
- (b) Macerata University will reserve accommodation for the proposed number of Participants notified by Chung-Ang University on the Initial Notification Date until the Final Notification Date, at which time Macerata University will arrange accommodation for the final number of Participants notified in accordance with clause 3.3(a).



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5.3. Program Timetable & Program Facilities

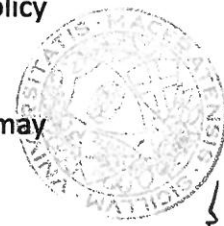
- (a) At the Annual Review, the Parties will agree on:
 - i. a timetable for the delivery of the Program; and
 - ii. the days of delivery of the Program.
- (b) Macerata University will arrange for sufficient classrooms to be available for delivery of the Program.
- (c) Macerata University will arrange library access, borrowing powers and library internet access for all Participants and Staff.

5.4. Support staff: At the Annual Review, Macerata University will identify a Macerata University staff member to coordinate and administer the provision of the Services. This staff member will be available to assist Chung-Ang University Staff and Participants with any issues they may have regarding the Services, and to arrange Services where these have not been arranged in advance of the Program.

6. Chung-Ang University STAFF

- 6.1. Chung-Ang University will ensure a member of its Staff attends Macerata University throughout the whole of the Program to lecture in one unit, to act as Program coordinator and to assist and support Participants.
- 6.2. During the Program, Staff will:
 - (a) be available as required to teach the Participants;

- (b) be responsible for the coordination of the units taught in the Program to ensure compliance with Chung-Ang University's assessment policy during and at the conclusion of the Program;
- (c) supervise the Participants' conduct; and
- (d) appoint a Participant representative to assist with any issues that may arise at the Participants' accommodation.



7. LIAISON

7.1. Each party's Liaison Officers are responsible for the development and implementation of this Agreement and the Program, including receiving and transmitting marketing documentation. The Liaison Officers' details are:

Chung-Ang University
Organizational Responsible
 Prof. and Dr. Gyooho Lee
 School of Law
 Chung-Ang University
 84 Heukseok-Ro, Dongjak-Gu
 Seoul 156-756
 Republic of Korea
 Email: cion2004@hanmail.net or
ghlee@cau.ac.kr

Responsible Professor,
 Dr. Gyooho Lee
 Professor, School of Law
 Chung-Ang University
 84 Heukseok-Ro, Dongjak-Gu
 Seoul 156-756
 Republic of Korea
 Telephone: 82-2-820-5852
 Facsimile: 82-2-816-6760
 Email: cion2004@hanmail.net or
ghlee@cau.ac.kr

MACERATA
Organizational Responsible
 Antonella Bettoni
 Department of Law
 Piaggia dell'Università 2 62100
 Macerata, Italy
 Email: antonella.bettoni@unimc.it

Scientific Responsible
 Dr. Benedetta Ubertazzi
 Researcher of International Law
 Department of Law
 University of Macerata
 Piaggia dell'Università 2 62100
 Macerata, Italy
 Phone: +39 (0)733 258 3225
 Fax: +39 (0)733 258 2838
 Email: benedetta.ubertazzi@unimc.it

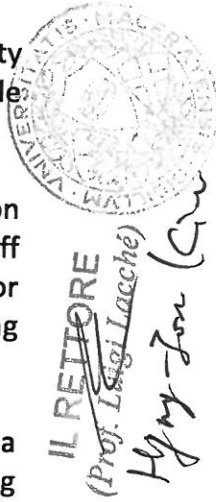
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 (Prof. Luigi Lacché)
 Prof. Don Cim

8. FEE

8.1. The Fee will be determined at each Annual Review for the following Program intake. Students and Faculty members will have to pay only accommodation

and food expenses, while in Italy, while Lawyers will be charged of a fee to join the course. This rule is applied considering the commitment of Chung-Ang University to develop a reciprocity treatment to students and Faculty members of Macerata University.

- 8.2. After the Annual Review, Macerata University will send Chung-Ang University an expense account denominated in Euros for the Fee. The Fee is payable within 30 days of Chung-Ang University's receipt of the expense account.
- 8.3. Chung-Ang University will pay the Fee to Macerata University in consideration of Macerata University providing the Services to each Participant and Staff member. No Fee is payable by any Participant to Macerata University for participating in the Program. The Fee is the sole responsibility of Chung-Ang University.
- 8.4. Where a Participant is denied a visa by the Italian authorities, Macerata University will refund the associated portion of the Fee to Chung-Ang University without any deductions.
- 8.5. If, as a consequence of cancellations under clause 8.4, the number of Participants falls below the minimum number specified at clause 3.5 and the Program is not held, Macerata University will refund any Fee for the Program that has already been paid for the following Program intake.



9. PARTICIPANT SUPPORT

- 9.1. Macerata University is not required to provide financial support for any Participant.
- 9.2. Participants are responsible for:
 - (a) meeting immigration requirements; and
 - (b) their international transportation and associated costs.
- 9.3. Chung-Ang University is responsible for travel and accident insurance to cover Participants when in Italy, and when travelling to and from Italy, and for the purpose of participating in the Program.
- 9.4. Chung-Ang University acknowledges that Macerata University does not have any public liability insurance that will apply to the Participants during the

Program, and has accordingly advised Chung-Ang University to arrange for the Participants to seek independent insurance coverage.

10. MISCELLANEOUS

- 10.1. Entire Agreement: This Agreement constitutes the sole and entire agreement between the Parties.
- 10.2. Variation: The Parties may only amend, or replace this Agreement by another document signed by the Parties.
- 10.3. Notices and service: A notice given by a Party under this Agreement must be in writing, signed by the Party giving it and either left at the other Party's address or sent to the other Party's Liaison Officers by air mail, fax or email to the address specified in clause 7. The following rules apply for determining the time of service:
- (a) post – 5 days after the date of posting;
 - (b) fax – when the sender's facsimile machine issues a transmission report showing that all pages were successfully transmitted to the recipient's fax number; and
 - (c) email – when the sender receives confirmation that the transmission was delivered to the other Party's address.
- 10.4. Insurance Policies: The Parties agree that throughout the entire period that they have obligations under this Agreement, they will maintain any insurance policies that are compulsory under statute.



11. DEFINITIONS

11.1. The following definitions apply to this Agreement:

"Agreement" means this services agreement.

"Annual Review" has the meaning described at clause 4.

"Commencement Date" means the day on which both Parties have signed this Agreement.

"Fee" means the fee for accommodation for Participants and Chung-Ang University Staff.

"Final Notification Date" has the meaning described at clause 3.3.

"Initial Notification Date" has the meaning described at clause 3.2.

“Program” means the European Summer Law Program to be delivered at Macerata University, as more fully described at clause 1.

“Services” means the coordination and support Macerata University provides to Chung-Ang University as set out in clause 5.

“Staff” means an employee of Chung-Ang University who is undertaking the tasks set out at clause 6 of this Agreement.

“Participant” means a Participant through Chung-Ang University who is participating in the Program and specifically includes students of Chung-Ang University as well as students or faculty from other institutions, and lawyers who have been approved by Chung-Ang University to take part in the program.

EXECUTED AS AN AGREEMENT BY THE PARTIES:

EXECUTED for and on behalf of
Chung-Ang University School of Law
by:
Professor Hyung-Joon Kim

Date: 12/12/2013

Hyung-Joon Kim

Signature

Title: Dean of the School of Law Chung-Ang University

EXECUTED for and on behalf of
Macerata University by:
Professor Luigi Lacché

Date: 12/12/2013

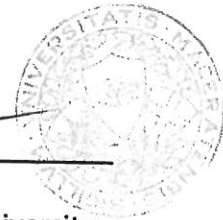
Luigi Lacché

Signature

Title: Rector of Macerata University

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(Prof. Luigi Lacché)



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**PRELIMINARY SUGGESTED AGENDA and TOPICS FOR PRESENTATIONS
OR EVENTS FOR
MACERATA PROGRAM**

**(SUBJECT TO AVAILABILITY OF APPROPRIATE LECTURERS, SITES, ETC. AND MAY BE
ADAPTED TO ACCOMMODATE NECESSARY CHANGES)**

1. DAY ONE: Introduction to the Italian constitution and the Regional System.

This might take place at the local court

- a. MORNING SESSION #1 – 3 hours
 - i. Civil law
 - ii. History or development of the legal system
 - iii. Basic operations of the legal system
 - iv. Discussion of the Italian legal system and the EU system of law
- b. AFTERNOON SESSION #1 – 3 hours
 - i. Introduction to an Italian Court
 1. Interview or audience with a judge
 2. How are judges selected
 3. What is the role of the judge in Italian system

2. DAY TWO: PRACTICING LAW IN ITALY

- a. MORNING SESSION 90 minutes
 - i. Governance of lawyers in Italy
 - ii. Preparation of lawyers (e.g. school)
 - iii. Admission to the practice of law
 - iv. Role of attorneys
- b. AFTERNOON SESSION #1: 90 minutes: Italian Legal Ethics and Rules of Professional Conduct
 - i. Source of the rules (statutes and legislation? Rules from the Courts?)
 - ii. Enforceability of the rules
 - iii. Whether there are EU rules that may also apply to attorney's conduct
- c. AFTERNOON SESSION #2 – 3 HOURS
 - i. Forensic sciences and criminology in the Italian system
 1. Criminal trial practice in Italy
 - ii. Dispute Resolution in Italy
 1. Basic process of litigation



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2. Getting into court and conducting a trial
3. Who pays attorney fees in the case?
4. Damages available in an Italian case

3. DAY THREE: BUSINESS TRANSACTIONS IN ITALY

- a. MORNING SESSION: 3 Hours
 - i. Overview of business climate in Italy
 1. Meeting with local attorneys from chamber of commerce
 2. Discussion of the current business climate
- b. AFTERNOON SESSION #1: 90 minutes - Foreign Investment in Italy
 - i. Buying or investing in Italian real estate
 - ii. Purchases of Italian stock
- c. AFTERNOON SESSION #2 90 minutes: Establishing a business in Italy
 - i. Formation of business corporations
 - ii. Alternative forms of business in Italy
 1. Limited Liability Companies?
 2. Partnerships?
 3. Other forms of business?



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Luigi Lacché

4. DAY FOUR: INTRODUCTION TO EUROPEAN UNION LAW WITH PARTICULAR REGARD TO EU INTELLECTUAL PROPERTY RIGHTS

5. DAY FIVE: CURRENT TOPICS IN ITALIAN LAW

- a. International Legal Events that have taken place in Italy
 - i. Costa Concordia
 - ii. Amanda Knox Trial
- b. Protection of art & antiquities in Italy: Art Law
 - i. Include a visit to a local museum
 - ii. And a visit to a local historical site
- c. Italian environmental law