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MEMORANDUM OF UNDERSTANDING

BETWEEN

UNIVERSITÀ DEGLI STUDI DI MACERATA (ITALY)

AND

INSTITUTE OF INTERNATIONAL LAW OF CHINESE ACADEMY OF SOCIAL SCIENCES (CHINA)

The University of Macerata, hereinafter also “**UNIMC**”, with headquarters in Via Crescimbeni nn. 30/32, postcode 62100, Macerata, Italy, represented by its Rector, Prof. Francesco Adornato, and the Institute of International Law of Chinese Academy of Social Sciences, hereinafter “**CASSIIL**”, with headquarters at No.15 ShaTan BeiJie, BeiJing, China, represented by its Director Prof. Mo Jihong, agree to establish this Memorandum of Understanding according to the following terms.

Article I – Relevance of the strategy

UNIMC and CASSIIL agree this Memorandum is part of the mission on internationalization strategies for the two parties as well as institutional aim of the academic institutions involved.

This Memorandum continues the experience of academic cooperation between our Institutions started with the Cooperation Agreement signed on 11 August 2015 in a spirit of friendship and mutual understanding.

Moreover, the Parties believe that this Memorandum is of great significance in terms of cultural values for both Institutions as important tool for the exchange of knowledge of legal theory and legal practice between China and Italy.

Article II – Object

Purpose of the Memorandum is the joint academic international cooperation through one or more of the following activities in a spirit of friendship and mutual understanding [with or without] 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 as seminars and meetings;
- Enhancing the individual mobility of professors, researchers, students, PhD students and administrative staff for the benefit of international teaching, study and the exchange of know-how and best practices;
- Strengthening the internationalization processes related to teaching, research and the 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

The activities to be initiated in order to realize the objectives of this Memorandum are determined in **Addendum n. 1 - Plan of Scientific Activities**.

This Plan will be implemented in accordance with the rules and regulations of each Institution, and subject to availability of funds for each party.

Should the implementation of the Memorandum require a specific agreement between the parties or the provision of financial resources, the parties shall develop specific projects and working plans to be eventually formalized.

Article IV – Coordination and monitoring

In order to coordinate and monitor the jointly agreed activities, each University shall appoint its own representative as coordinator. UNIMC appoints Prof. **Andrea Caligiuri**, CASSIL appoints Prof. **Liu Huawen**.

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

Article V – Intellectual property

The intellectual property rights arising from the activities realized in the framework of this memorandum belong if they are the result of an individual activity, to each party as its author and/or to its author, if they are the result of common initiatives, to both parties and/or to their common authors. 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 purposes of 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 publicity and marketing. The use of the name of the other party to mention factually the collaboration is however authorized;
- b) The use of the logo is specific to the activities of the memorandum and limited to the term of the same;
- c) The use of the logo cannot damage in any way the good name, image, decorum, reputation of both parties;
- d) The parties are kept free from any problem or title that may get from the use of their logo, as well as from any use of the denigrating or misrepresentations of their public name.

Article VII - Resolution of disputes

The parties shall commit themselves to solving 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 by 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 as of the latest signature date below and shall remain in force for a period of five (5) years following this date unless written notice is given by either party. The

notice shall take effect three months after the date of notification to the other Party. Nevertheless, the activities in progress in the framework of this Memorandum shall not be compromised by the notice and shall be normally concluded.

This memorandum is drafted in English, being legally binding. Each party shall keep one original copy of the English version.

**Institute of International Law of Chinese
Academy of Social Sciences (CHINA)**

Date Nov. 9, 2020


Prof. Mo Jihong

University of Macerata (ITALY)

Date 23 DIC. 2020


Prof. Francesco Adornato

PLAN OF SCIENTIFIC ACTIVITIES
 BETWEEN
UNIVERSITY OF MACERATA (ITALY)

AND
INSTITUTE OF INTERNATIONAL LAW OF CHINESE ACADEMY OF SOCIAL SCIENCES (CHINA)

Considering the mutual interest of the University of Macerata (Italy) and the Institute of International Law of the Chinese Academy of Social Sciences (China) in establishing adequate relationship for the development of studies in the field of Legal Sciences and Language and Culture of respective countries;

Considering the current Memorandum of Understanding as signed by both Institutions;

Considering the specific areas of development and innovation in the two countries;

IT IS AGREED AND STIPULATED THE FOLLOWING

- a) to plan and develop joint research programmes and projects in the field of International Law, in particular with regard to Public International Law, Private International Law, International Economic Law, International Human Rights Law, Law of the Sea, and International Criminal Law, also in cooperation with specialized research centers at the University of Macerata, the *China Center*, the *Interdepartmental Research Center on the Adriatic and the Mediterranean (CiRAM)* and the *University Center for Maritime Studies and Transport (CUSMAT)*,
- b) to exchange regularly publications and research material of each Institution concerning the programmes of collaboration,
- c) to incorporate, as far as possible, works produced within the programmes of collaboration within the publications of each Institution,
- d) to promote jointly study groups, seminars, courses, conferences, summer schools and training courses to take place in one of the two Institutions,
- e) to exchange teaching staff, researchers, and Ph.D. students with the aim to develop common research topics in the field of International Law (forwarding Institutions will take care of travel, board, and lodging expenses).

Institute of International Law of Chinese Academy of Social Sciences (CHINA)

University of Macerata (ITALY)

Date _____

Nov. 9, 2020

Date _____

23 DIC 2020

Prof. Mo Jihong



Prof. Francesco Adornato

