



MEMORANDUM OF UNDERSTANDING

between

University of Macerata (Italy)

and

China Data Analysis & Research Hub (CDA), Austria

The China Center, Department of Law, 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 **China Data Analysis & Research Hub (CDA)**, hereinafter **CDA**, with headquarters at Vienna, Austria, represented by its President, Mag. Alexander G. Welzl agree to establish this Memorandum of Understanding according to the following terms.

Article I – Relevance of the strategy

UniMC and CDA 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.

CDA is a non-partisan and non-profit Sino-European think-tank which is based on an institutional and *ad personam* network of leading academic institutions, scholars and experts from industry and governance in Europe, China and beyond. UniMC has a long-lasting track record in Chinese studies and collaboration with Chinese leading academic institutions and scholars. Therefore, both parties have agreed to join forces to strengthen the outreach and impact of systemic and systematic analysis of China in Europe and contribute to an evidence-based perspective in European governance institutions and on the level of decision makers, scholars and students.

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:

- 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

Should the implementation of the previous article require an agreement between the parties, the parties shall develop specific projects and working plans to be formalized in appropriate Addenda connected to this Memorandum.

Article IV – Coordination and monitoring

In order to coordinate and monitor the jointly agreed activities, each of the partner institutions (UniMC and CDA) shall appoint its own representative as coordinator. UniMC appoints Prof. Francesca Spigarelli, coordinator of the China Center, Department of Law, CDA appoints Mag. Markus H. Stender.

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 and logo of the other party to mention factually the collaboration is however authorized for the homepages of the two partner institutions;
- 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, and is legally binding. Each party shall keep one original copy.

China Data Analysis & Research Hub - University of Macerata (ITALY)
CDA (AUSTRIA)

Date 8 February 2021

Date 23 DIC. 2020



Mag. Alexander G. Welzl

Stamp:



Prof. Francesco Adornato

Stamp:



