



UNIVERSITÀ
DEGLI STUDI
DI PADOVA



WAKE FOREST
UNIVERSITY

SCHOOL of LAW

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF PADUA
AND
WAKE FOREST UNIVERSITY, on behalf of its School of Law**

The University of Padua, with legal address in via VIII Febbraio n. 2, Padua, Italy, represented by its Rector Prof. Daniela Mapelli, and the Wake Forest University School of Law, with legal address at 1834 Wake Forest Road, Winston Salem, North Carolina 27106 (USA), represented by its Interim Dean Nell Jessup Newton, agree to establish this Memorandum of Understanding according to the following terms:

Article I: Purpose

The purpose of this Memorandum is the joint academic cooperation through one or more of the following activities:

- scientific research
- educational activities in subjects of common interest;
- exchange of academic staff and researchers;
- exchange of students and doctoral candidates for academic activities to be recognized through a procedure jointly agreed by the Parties;
- exchange of information and bibliographic materials, sharing of know-how about high complex technical-scientific sets, higher education extension activities, including the exchange of technical, administrative and librarian staff connected to these goals;
- participation in seminars and academic meetings.

Article II: Implementation

Each party will be responsible for its own costs and expenses in connection with the activities contemplated by this Memorandum prior to entering into a separate specific project agreement. Should the implementation of the previous article require an agreement between the Parties or the provision of financial resources, the Parties shall develop specific projects and working plans to be formalized in appropriate Addenda connected to this Memorandum. These Addenda shall specify the funds necessary for the implementation of the foreseen activities.

The Addenda specified in this Article shall respect the following minimum requirements:

- goals to achieve;
- identification and description of the activities to implement;
- timetable and implementation stages;
- identification of available funds and foreseen costs;
- plan for the use of the financial resources.

Article III: Selection criteria

Participants in the activities foreseen in this Memorandum will be selected on the basis of merit without regard to race, national or ethnic origin, colour, religion, age, sex, marital status, physical disabilities, sexual orientation, gender identity and expression, genetic information, or veteran status. Each Party shall accept the participants selected by the other Party if mutually acceptable academic and/or professional qualifications and standards are met.

Article IV: Coordination and monitoring

In order to coordinate and monitor the jointly agreed activities, each University shall appoint its own representative. The University of Padua appoints Prof. Bernardo Cortese, the Wake Forest University – School of Law appoints Associate Dean Prof. Richard Schneider. The two persons appointed shall periodically monitor the outcomes of this Memorandum.

This Memorandum shall not be construed to create a relationship of partners, brokers, employees, servants, joint venturers or agents as between the parties. The parties are acting as independent participants. With respect to employee compensation for services provided in connection with future programs (if any), each party shall be responsible for its own employees' withholding taxes, workers' compensation, and other employment-related taxes.

Article V: Intellectual property

Any collaborative activities that occur without a separate governing agreement will be subject to the laws of the jurisdiction where the activity occurs except that in all cases ownership of intellectual property will reside with the party employing the creator. Intellectual property created jointly by employees of each party will be jointly owned. 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: Resolution of disputes

The Parties shall commit themselves to solving any dispute connected to the interpretation or implementation of this Memorandum through negotiation. If the dispute cannot be resolved through negotiation, the parties agree to submit the dispute to mediation with a mediator chosen jointly and all costs of the mediation shared equally. If the parties agree mutually to waive mediation, the dispute shall be submitted to the decision of an ad hoc 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 VII: Coming into force and term

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. Each Party shall keep one original copy. The Agreement may be executed by exchange of a signed and scanned signature pages in PDF format.

Place and date:

Place and date: March 28, 2023

Winston-Salem, North Carolina

Prof. Daniela Mapelli

Interim Dean Nell Jessup Newton

Rector of the University of Padua

Wake Forest University School of Law