

MEMORANDUM OF UNDERSTANDING

between

University of Macerata, (Italy)

and

Ruhr-Universität Bochum (RUB), (Germany)

The University of Macerata, hereinafter also “UniMC”, with headquarters in Via Crescimbeni nn. 30/32, postcode 62100, Macerata, Italy, represented by its Rector, Prof. John Mc Court, in collaboration with the China Center, Department of Law, and the Faculty of East Asian Studies, Ruhr-Universität Bochum, hereinafter “RUB”, with headquarters in Universitätsstrasse 150, 44801 Bochum, Germany, represented by its Rector, Prof. Dr. Martin Paul, agree to establish this Memorandum of Understanding according to the following terms.

Article I – Relevance of the strategy

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

UniMC has a long-lasting track record in Chinese studies and collaboration with Chinese leading academic institutions and scholars. RUB is one of Germany’s largest research universities with a strong track record in Chinese studies and EU-Asia relations, as well as cutting-edge interdisciplinary research and effective global engagement activities. 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

The 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 cooperation for scientific research also including opportunities for visiting periods and research mobility for the benefit of study and the exchange of know-how and best practices;
- sharing academic projects of particular complexity and interest, participating reciprocally in national and international academic events such as seminars and meetings.

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 separate written agreements referring to this Memorandum.

Article IV – Coordination and monitoring

To coordinate and monitor the jointly agreed activities, each of the partner institutions (UniMC and RUB) shall appoint its representative as coordinator. UniMC appoints Prof. Francesca Spigarelli, coordinator of the China Center, Department of Law, RUB appoints Prof. Dr. Sebastian Bersick.

The two persons appointed shall periodically monitor the outcomes of this Memorandum and will report to each own (academic) body. The parties can appoint new coordinators as needed and agree to notify the other party in such a case without delay.

Article VI - Use of the Parties`Logo

The specific intellectual property agreements will be entered into based on the activities to be carried out.

The parties grant each other the non-exclusive, non-transferable, non-sublicensable right to use their respective logos only as printed on this contract and provided by the respective party in an appropriate electronic form, free of charge. The following conditions apply:

- a) the right to use pertains solely to the logo as used by the authorizing party itself. Modifications and alterations to the logo or corporate design must be incorporated and/or adapted by the user without delay upon being informed of them;
- b) both parties are allowed to use the logo only in a university higher-education context and only for non-commercial purposes;

- c) The logo may be used:
 - on websites designed to inform about activities covered by this memorandum;
 - on documents about activities covered by this memorandum.
- d) The use of the logo must be specific to the activities of the memorandum and limited to the term of the same;
- e) the use of the logo must not damage in any way the good name, image, decorum, or reputation of both parties;
- f) the parties do not guarantee the exercisability of the rights granted under this agreement without infringement of third-party rights; they will, however, inform each other immediately if and when a claim of infringement of third-party rights comes to their attention;
- g) the respective party shall be kept harmless from any problem or title that may result from the use of its logo, as well as from any use of denigrations or misrepresentations of its 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 as of the latest signature date 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 months after the date of notification to the other Party. Nevertheless, in such a case the activities in progress in the framework of this Memorandum shall not be affected by the notice and shall be completed or wound up in good faith.

This memorandum is drafted in English and is legally binding. Each party shall keep one original copy.

University of Macerata (UniMC), (ITALY)

Date 29/03/2023



Prof. John Mc Court

Stamp:



Ruhr-Universität Bochum (RUB), (GERMANY)

Date 31.05.2023



Prof. Dr. Martin Paul

Stamp:

