



ESEADE

— Instituto Universitario —

**MEMORANDUM OF UNDERSTANDING
BETWEEN
INSTITUTO UNIVERSITARIO ESEADE
AND
SYRACUSE UNIVERSITY**

The purpose of this Agreement is to promote scholarly exchange and cooperation between Syracuse University in Syracuse, New York, USA ("SU") and Instituto Universitario ESEADE, Uriarte 2472, C1425FNJ ("Collaborating Institution").

1. Purpose and Scope.

Under this Agreement, SU and Collaborating Institution undertake to promote and provide for the exchange of scholars and students, the development of cooperative efforts in research and scholarly publication, and the exploration of further avenues of interaction between the two institutions. The "Home Institution" as used herein is the institution where the student originally enrolled [or where the faculty member is employed prior to any such exchange]. The "Host Institution" as used herein is the institution to which the exchange student or visiting faculty member is attached for the duration of the exchange.

The two institutions agree to explore the possibility of other kinds of scholarly activities of mutual interest, including collaborative research projects, participation of students from the two institutions in such projects, conferences, and short-term visits by faculty members from one institution to the other. The arrangements for any such activities shall be agreed upon in writing.

2. Term. This Agreement shall commence on the later date of signing by both parties and shall continue in effect for five (5) years or until terminated as provided in Section 6.

3. Faculty Participants.

(a) Faculty to participate in the program of exchange must be nominated by the Home Institution and accepted by the Host Institution, according to procedures developed internally at each institution and following a timetable to be determined mutually by the two institutions. The total number of faculty exchanges in any one year shall be determined in consultation between the two institutions; unless otherwise agreed, the number of participating faculty from each institution during each year shall be equal.

(b) As between the Home Institution and the Host Institution (but subject to arrangements between the Home Institution and its faculty), the cost of travel between the two institutions, daily living expenses, and the salary and benefits of the faculty shall be the responsibility of the Home Institution.



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(c) The Host Institution shall assist participating faculty with administrative support in finding housing.

(d) As between the Home Institution and the Host Institution (but subject to arrangements between the Home Institution and its faculty), the Home Institution shall own forever and throughout the world all rights of any kind or nature in and to all of the product of participating faculty members' activities pursuant to this Agreement, including without limitation copyright, patent rights and all other proprietary rights in or to any ideas, concepts, designs, plans or other similar creative works.

4 Doctoral Student (i.e. PhD/SJD) Participants

(a) Doctoral students in the Ph.D. and/or S.J.D. programs of the collaborating institutions must be nominated by the Home Institution and accepted by the Host Institution, according to procedures developed internally at each institution and following a timetable to be determined mutually by the two institutions. The total number of hosted doctoral students at either institution in any one year shall be determined in consultation between the two institutions; unless otherwise agreed, the institutions will strive to achieve a balance in the number of participating doctoral students from each institution during each year.

(b) As between the Home Institution and the Host Institution, the cost of travel between the two institutions, daily living expenses, and the salary and benefits of the faculty shall be the responsibility of the visiting doctoral student and/or the Home Institution.

(c) The Host Institution shall assist participating doctoral students with administrative support in finding housing and accessing the academic and research resources of the institution.

(d) As between the Home Institution and the Host Institution, the Home Institution shall own forever and throughout the world all rights of any kind or nature in and to all of the product of participating faculty members' activities pursuant to this Agreement, including without limitation copyright, patent rights and all other proprietary rights in or to any ideas, concepts, designs, plans or other similar creative works.

5 LL.M. Sponsored Student Agreement.

(a) For a period of five (5) years (renewable at the consent of both Parties) SU College of Law will reserve a minimum of 2 and a maximum of 6 spaces in its LL.M. Program for individuals of the Collaborating Institution (hereinafter known as "Sponsored Students").

(i) In order to qualify as a Sponsored Student, the applicant will be recommended by a member of the Collaborating Institution in writing and comport with all other admission



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requirements of the LL.M. Program, including submitting a full and complete application with all supporting materials. The applicant(s) must show proof of employment/education with the Collaborating Institution prior to matriculation. SU reserves the right to reject or revoke an acceptance of a Sponsored Student if SU determines, in its sole discretion, that his/her application or performance does not comport with SU's protocols or standards at any time.

(ii) As Sponsored Students, applicants to the LL.M. Program will receive preferential and expeditious consideration during the admissions process. In addition, and where appropriate, Sponsored Students will receive endorsement by the SU College of Law for admission to the English Language Institute.

(iii) Sponsored Students who are offered admission under this MOU will receive a **percentage reduction in LL.M. Program tuition**. Such amount will be determined in an anenda to this agreement. Such tuition reduction can only be applied to LL.M. Program tuition during the academic year/term in which the applicant is admitted.

(iv) Sponsored Students will be responsible for all costs of attendance, which may include, but are not limited to remaining tuition, living expenses, housing, health insurance, visa fees, transportation, as well as any ancillary and/or mandatory fees imposed by SU.

6. **Student Participants.**

Intentionally Omitted

7. **Pre-Departure Verifications.** Before departure to the Host Institution, participating students, faculty and/or visiting scholars shall verify to the satisfaction of the Host Institution that they have fulfilled all requirements for their admission to and residence in the host country, and that they have sufficient health insurance coverage including hospitalization, medical evacuation and repatriation.

8. **Termination.** This Agreement may be terminated as follows:

(a) Either institution may terminate this Agreement as of July 1 in any year without necessity of demonstrating cause, upon notice to the other institution provided not later than 3 months of the preceding year.

(b) Either institution may terminate this Agreement upon 30 days' prior written notice of a material breach by the other institution, unless the breaching institution cures the breach to the reasonable satisfaction of the non-breaching institution within such 30 day period.



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(c) Either institution may terminate this Agreement immediately upon written notice in the event that the other institution engages in conduct which is unethical, unlawful or adverse to the reputation of the terminating institution; provided, however, that such notice must state with sufficient detail the particular conduct giving rise to the notice of termination and the basis for attributing such conduct to the non-terminating institution.

(d) Either institution may terminate this Agreement immediately upon notice to the other institution in the event that any governmental authority of competent jurisdiction, or the Middle States Commission on Higher Education (the "Middle States Commission"), determines that such institution may not participate in this Agreement or in agreements of this nature.

(e) Either institution may terminate this Agreement immediately if it determines, in its sole discretion, that the health, safety or welfare of any students or faculty is in danger.

Except to the extent (i) required by law or the Middle States Commission, or (ii) necessary to ensure the safety and wellbeing of participating students, termination of this Agreement shall not affect students already accepted by either institution under the terms of the exchange, who shall be allowed to complete the exchange under the terms outlined in this Agreement.

9. **Force Majeure.** Neither institution shall be liable for failure to perform any duty or obligation under this Agreement, other than an obligation to pay money as and when due, if such failure is occasioned by any act of God, fire, labor dispute, inevitable accident, war, terrorist attack (or threat thereof), or any other cause outside the reasonable control of the institution that had the duty to perform; *provided*, however, that the non-performing institution shall resume performance in accordance with the otherwise applicable terms and conditions of this Agreement as soon as practicable following abatement of such cause.

10. **Independent Contractors; Indemnification; Insurance.**

(a) SU and Collaborating Institution shall be independent contractors and not partners, joint venturers, principal and agent, or any other similar relationship. Neither institution shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission.

(b) Each institution shall defend with competent counsel, indemnify and hold harmless the other institution and the other institution's trustees, officers, directors, employees, agents and representatives from and against all claims, demands, actions, suits and proceedings (whether civil, criminal or administrative), and all liability, loss, expense (including reasonable attorneys' fees), costs or damages, which are proximately caused by (i) such institution's breach of its obligations under this Agreement, or (ii) the intentional or negligent act or omission of such institution or any of its trustees, officers, directors, employees, agents, representatives or contractors.



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(c) Each institution shall procure and maintain insurance as it may deem necessary with respect to this Agreement, including without limitation any insurance it may deem necessary to cover the contractual liability created in Section 10(b).

11. Confidentiality. In the course of the activities contemplated by this Agreement, SU and Collaborating Institution may exchange information that is identified (orally or in writing) as confidential or is of such a nature that a reasonable person would understand such information to be confidential ("Confidential Information"); provided that "Confidential Information" shall not include information (a) generally known to the public, (b) already known, through legal means, to the institution receiving the information, or (c) legally obtained from a third party. Confidential Information shall be deemed to include the non-public personal financial information, student education records, and other protected information relating to students in accordance with the Gramm-Leach Bliley Act (and the Federal Trade Commission's implementing regulations) and the Family Education Rights and Privacy Act of 1974. Each institution agrees to use the other party's Confidential Information solely for the purpose of the activities contemplated by this Agreement, and not to disclose such Confidential Information to any person or entity other than its own trustees, officers, employees, agents, advisors and representatives who have a reasonable need to know the information for purposes of fulfilling their obligations to their institution. In the event that either institution is required to disclose the other institution's Confidential Information pursuant to applicable law or a judicial or government order, or seeks to disclose Confidential Information in connection with any litigation, alternative dispute resolution proceeding or regulatory proceeding, it may make such disclosure, but will notify the other institution in advance, so as to allow the other institution an opportunity to obtain a protective order or similar relief.

12. Notices. Any notice or other communication required or permitted under this Agreement shall be in writing and in the English language, and shall be given by personal delivery or overnight delivery service, or by facsimile transmission, to the following addresses:

If to SU:
Andrew S. Horsfall
Assistant Dean of International Program
Syracuse University College of Law
Dineen Hall, Suite 217
Syracuse, New York, 13224
Phone: 315-443-1962

If to Collaborating Institution
Pablo A. Iannello
Assistant Dean of International Program
Instituto Universitario ESEADE
Uriarte 2472 CP 1425 CABA, Argentina
Phone: +54 11 4773-5825

With a copy to:

Office of University Counsel
Syracuse University
Crouse-Hinds Hall, Suite 513
900 South Crouse Avenue
Syracuse, New York 13244

500 Crouse-Hinds Hall | 900 S. Crouse Avenue | Syracuse, New York 13244-2130 | 315.443.1728 | syr.edu



USA

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Notices shall be effective (a) if personally or overnight service delivered, upon delivery, or (b) if faxed, on the date of transmission with notice of receipt. Either institution may change its designee or address for notices from time to time in accordance with this section.

13. Publicity. Each institution shall be free to publicize in an accurate manner the existence of this Agreement and the arrangements and programs contemplated by this Agreement; provided that (a) any press release or similar public announcement concerning such matters shall be subject to the prior written approval of the other institution, which approval shall not be unreasonably withheld or delayed, and (b) neither institution shall publicize, advertise, promote, or admit students into any program covered by this Agreement until all applicable requirements of the Middle States Commission have been met.

14. Entire Agreement; Modification. This Agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all prior agreements, understandings or representations, whether oral or written, by either institution. No amendment or modification of this Agreement shall be valid or enforceable unless made in writing and signed by the parties.

15. Waiver. A waiver of any provision or breach of this Agreement must be in writing and signed by the institution making the waiver in order to be effective and binding. The waiver of any breach of this Agreement by either institution shall not operate or be construed as a waiver of any subsequent breach. The waiver of any term or condition of this Agreement by either institution shall not operate or be construed as a waiver of any other term or condition.

16. Assignment; Binding Effect. This Agreement may not be assigned by either institution without the prior written consent of the other institution, and any purported assignment without such consent shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall benefit both institutions and their respective successors and assigns.

17. Dispute Resolution. The participating institutions shall endeavor to resolve any disputes between them pertaining to this Agreement through good faith discussions among appropriate management personnel. The participating institutions shall engage in such discussions prior to commencing litigation or similar proceedings against one another; provided, however, that the foregoing shall not preclude either institution from seeking appropriate injunctive relief in the event that the other institution takes, or threatens to take, action reasonably likely to result in irreparable harm to such institution or its students or faculty.

18. Applicable Law; Jurisdiction; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State, without regard to principles of conflicts of law. The venue of any proceeding to resolve a dispute with respect to this Agreement shall be a



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state or federal court with appropriate subject matter jurisdiction located in Onondaga County, New York, USA, and both institutions hereby submit to the jurisdiction of such court.

19. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid, unless to do so would contravene the present valid and legal intent of the parties.

20. **Compliance.** In performing their respective activities contemplated by this Agreement, SU and Collaborating Institution shall comply with all applicable laws, treaties, rules and regulations, including without limitation United States export control laws, rules and regulations. In addition, this Agreement shall be subject to all applicable requirements of the Middle States Commission, and each institution agrees to take such actions as are necessary to cause the programs contemplated by this Agreement to be operated in full compliance with such standards (including without limitation (i) the facilitation of appropriate oversight for such programs in accordance with the Middle States Commission's policy "International Programs Offered by Accredited Institutions", if and to the extent applicable, and (ii) the provision of records pertaining to such programs to the Middle States Commission upon request). This Agreement does not imply or extend Middle States Commission accredited status to either institution that is not otherwise so accredited.

21. **No Third Party Beneficiaries.** This Agreement is not intended to benefit any third party, nor shall any person who is not a party hereto be entitled to enforce any of the rights or obligations of a party under this Agreement. Without limiting the generality of the foregoing, it is understood and agreed that the host institution undertakes no obligation for day-to-day supervision of exchange participants, who shall be responsible for their own safety and security on a day-to-day basis.

22. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

The parties' assent to this Agreement is established by the following signatures:

SYRACUSE UNIVERSITY

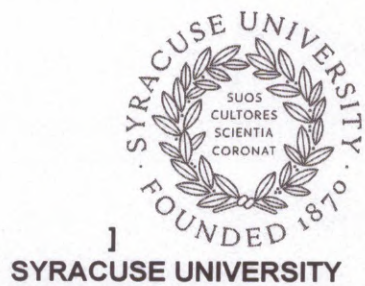
INSTITUTO UNIVERSITARIO ESEADE

By: _____
Michele G. Wheatly
Vice Chancellor and Provost

By: _____
Luis del Prado
Provost
Dr. LUIS DEL PRADO
Rector
ESEADE

Date: _____

Date: 28/1/2020



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By: _____

Craig M. Boise
Dean and Professor of Law

Date: _____