

This Memorandum of Understanding (MOU) is made

| BETWEEN | University of Central Lancashire - a statutory higher education corporation with charitable status in England, having its registered address at Preston, Lancashire PR1 2HE |
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| AND | Università di Foggia - an institution of higher learning in Italy, having its registered address at Via Antonio Gramsci, 89 71122 Foggia FG. |

PREAMBLE

University of Central Lancashire and Università Degli Studi di Foggia (the" Parties" and each "Party") wish to enter into this co-operative MOU to explore opportunities to collaborate within the context of education and training, research and innovation.

The Parties agree as follows:

1. Length of MOU

- 1.1 This MOU shall be valid from the date of signing by both Parties and shall subsist for one calendar year.
- 1.2 Either Party may terminate the MOU by giving at least three months' notice in writing to the other Party.

2. Statement of Intent

- 2.1 The Parties will discuss and agree on a formal framework for future collaboration. These discussions may include, but may not be limited to:
 - 2.1.1 Dentistry There is interest in pursuing collaboration on teaching, research and CPD in a number of PG specialist areas.
 - 2.1.2 the identification of disciplines which may result in collaborative programmes between both institutions;
 - 2.1.3 the establishment of systems and procedures in order to support and administer the identified areas of collaboration;
 - 2.1.4 the management of quality assurance and regulatory compliance processes;
 - 2.1.5 collaboration in teaching, learning, research and knowledge transfer which are beneficial to both parties;
 - 2.1.6 staff development and training for the staff of both Parties;
 - 2.1.7 marketing and promotion activities.
- 2.2 Future collaboration and the delivery of any specific projects agreed within the context of this MOU shall be subject to a legally binding agreement between the Parties.

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3. Confidentiality

- 3.1 Each Party shall keep confidential the terms of this MOU and any confidential information that it may acquire from or in relation to the other Party in connection with this MOU, save that these obligations shall not apply to any information;
 - 3.1.1 which is or becomes publicly available or which is developed independently by a Party outside of the scope of this MOU;
 - 3.1.2 which a Party is required to disclose by order of a court of competent jurisdiction or by another competent authority; or
 - 3.1.3 which a Party is required to disclose by law, including but not limited to, disclosure by UCLan under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

4. General

- 4.1 Nothing contained in this MOU, and no action taken by the Parties pursuant to this MOU, shall be deemed to constitute a relationship between the Parties of partnership, joint venture, or (save as may be otherwise agreed) principal and agent.
- 4.2 Università di Foggia may not assign the benefit or delegate the burden of this MOU or otherwise sub-contract, franchise, mortgage, charge or otherwise transfer any or all of its rights and obligations under this MOU without the prior written consent of UCLan.
- 4.3 This MOU shall be governed by English law and (subject as provided below) the English Courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this MOU, and each Party agrees to submit to that jurisdiction PROVIDED THAT UCLan may enforce this Agreement in any other court of competent jurisdiction, and Nueces agrees to submit to the jurisdiction of any such court.
- 4.4 This MOU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the Parties from this MOU. This is with the exception of clause 3 (confidentiality), clause 4 (general), which it is agreed do constitute legally binding obligations and shall be governed by English law in accordance with clause 4.3.

| SIGNED on behalf of University of Central Lancashire: | SIGNED on behalf of Università di Foggia: | Commentato [MBM(R1]: Partner to complete |
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| Ruth Connor | Prof. Lorenzo Lo Muzio | |
| POSITION: | POSITION: | Commentato [MBM(R2]: Partner to complete |
| Deputy Vice-Chancellor (Operations) DATE: PLACE OF SIGNING: | Rector DATE: | |
| PLACE OF SIGNING. | PLACE OF SIGNING | Commentato [MBM(R3]: Partner to complete |
| Preston, UK | Foggia (Italy) | \$ \$ \$ |

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