

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) dated [31 March 2021] is made between:

- A) GOLDSMITHS’ COLLEGE**, a body incorporated by Royal Charter with registration number RC000715 whose administrative offices are at New Cross, London SE14 6NW; and
- B) UNIVERSITÀ GABRIELE D’ANNUNZIO DI CHIETI-PESCARA / C.U.S.V.E.(CENTRO UNIVERSITARIO DI STUDI VITTORIANI ED EDOARDIANI)** a body incorporated in Italy with national identification number 93002750698 whose administrative offices are at Via del Vestini 31, c/o Campus Universitario, Chieti, 66100, Italy.

1. NATURE OF THE MOU

- 1.1. This MOU records the intention of the parties to explore strengthening ties between their two institutions. This MOU does not constitute an offer capable of becoming a contract by acceptance. Except where explicitly stated hereunder, this MOU is not intended to and does not create any legally binding obligations between the parties.
- 1.2. Neither party is by virtue of this MOU under any obligation to ultimately enter into any sort of contractual relationship with the other party, and either party may withdraw from negotiations at any stage without penalty. This MOU does not inhibit or prevent either party from negotiating similar links with any other party, nor does it inhibit or prevent any other development activities by either party, whether or not involving commercial partners.

2. PURPOSE OF THE MOU

- 2.1. The parties wish to explore a potential collaboration in relation to strengthening ties between their two institutions.
- 2.2. The parties have set down in this MOU their in principle understanding of the terms that would apply to their collaboration.

3. PROPOSED ACTIVITIES UNDER THE MOU

- 3.1. The parties intend to undertake the following activities in relation to this MOU:
 - 3.1.1. Learning and teaching;
 - 3.1.2. Student exchange programmes;
 - 3.1.3. Reciprocal exchange of staff;
 - 3.1.4. Sharing of articles, reports and other academic publications and information;
 - 3.1.5. Collaborative professional development;
 - 3.1.6. Other activities as mutually agreed.
- 3.2. The individuals with primary responsibility for implementing activities in connection with this MOU are as follows:

3.2.1. For Goldsmiths: Professor Jane Desmarais

3.2.2. For the Università Gabriele D'Annunzio di Chieti-Pescara: Professor Anna Enrichetta Soccio, Director of C.U.S.V.E. (Centro universitario di Studi Vittoriani ed Edoardiani)

4. DURATION

4.1. This MOU shall become effective when signed by the authorised representatives of both parties.

4.2. This MOU shall remain in effect for two (2) years from the date of final signature, whereupon it shall automatically terminate without notice unless extended by mutual written consent. Alternatively, either party may unilaterally terminate this MOU immediately upon written notice to the other party.

5. PUBLICITY AND CONFIDENTIALITY

5.1. This paragraph 5 is legally binding.

5.2. Neither party shall use the other party's name or logo, or the name of any of the other party's employees, representatives or students, in any press release or product advertising, or for any other promotional purpose, without first obtaining the other party's written consent.

5.3. Each party shall keep confidential, and ensure that its employees and representatives keep confidential, all information of a proprietary or confidential nature received or obtained from the other party as a result of entering into or performing this MOU.

5.4. Paragraph 5.3 shall not prevent disclosure of information which would otherwise be confidential if and to the extent that:

5.4.1. the information is already known, independently disclosed by a third party without breach of any obligation of confidentiality, or independently developed by the party receiving the information

5.4.2. the information is or becomes publicly known without any breach of this MOU or any other undertaking to keep it confidential;

5.4.3. the disclosure is required by law or regulation or the order of any Court of competent jurisdiction (including, for the sake of clarity, any disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 where in the disclosing party's reasonable opinion none of the statutory exceptions apply to disclosure under that Act or those Regulations)

6. GENERAL

- 6.1. This paragraph 6 is legally binding.
- 6.2. Nothing in this MOU is intended to confer on any third party any right to enforce any of its terms.
- 6.3. Termination of this MOU shall not prejudice any accrued rights or liabilities under any Contract or Memorandum of Agreement made under or relating to it.
- 6.4. No variation or amendment of this MOU shall be effective unless it is made in writing and signed by each party's authorised representative.
- 6.5. Nothing in this MOU creates, implies or evidences any partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment, or incur any liability, on behalf of the other.
- 6.6. This MOU is governed by, and is to be construed in accordance with, English law. The English Courts have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this MOU, or the relationship between the parties.

SIGNED BY:



For and on behalf of
Goldsmiths' College

Name: Jane Desmarais

Position: Professor of English, Director of the
Decadence Research Centre

Date: 31 March 2021

SIGNED BY:



For and on behalf of
University G. d'Annunzio of Chieti-Pescara

Name: Anna Enrichetta Soccio

Position: Full Professor, Director of
C.U.S.V.E.

Date: 30 March 2021