

October 7, 2022

**(1) Dipartimento di Studi Aziendali e Giuridici
(UNIVERSITA' DI SIENA)**

and

(2) EXCELIA BUSINESS SCHOOL

MEMORANDUM OF UNDERSTANDING



MEMORANDUM OF UNDERSTANDING

Between

Dipartimento di Studi Aziendali e Giuridici (Università di Siena)

and

Excelia Business School

This Memorandum of Understanding has been entered into on October 7, 2022.

BETWEEN

Dipartimento di Studi Aziendali e Giuridici (Università di Siena), P.za S. Francesco 7, 53100, Siena, Italia

Excelia Business School of 102 Rue de Coureilles, 17000 La Rochelle, France

each 'a party' and together 'the parties'.

OBJECTIVES

The purpose of this Memorandum of Understanding is to facilitate discussions between the parties on specific research projects on Corporate Social Responsibility. This is an area of collaboration of mutual benefit and interest with a view to establishing the basis on which the parties will collaborate in order to achieve the following objectives:

- to develop research fellowship and academic exchange opportunities (e.g., visiting);
- to co-organize research seminars;
- to co-organize international conferences (e.g., EURAM intermediary track);
- to enhance collaboration for joint publications in listed journals (e.g., ABS ranked journals);
- to enhance collaboration for joint research projects (e.g., EU-funded projects);
- to develop case-studies (e.g., for publications at the Harvard Business School) that both organisations could use in their teaching;
- to explore and promote co-operation and collaboration in the fields of teaching and research;
- to broaden the experience of the faculties and students of each party, providing them with opportunities for increased cultural understanding;
- to build upon this understanding and explore future areas of co-operation.

OPERATION

In pursuing the objectives set out above, the parties will, as appropriate:

- organise research seminars or workshops;
- organize guest lectures / Science Talks with researchers from Excelia and Siena University network;
- co-supervise Master and PhD Theses when a common research interest is identified and the potential supervisors are appropriately qualified;
- exchange researchers (e.g., relying on staff mobility programs);
- keep the arrangements between them under regular review in order to achieve the desired benefits for each party and to make any changes as necessary.

FURTHER PROVISIONS

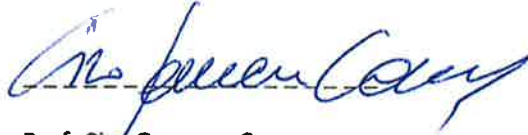
- 1 This Memorandum of Understanding sets out the general framework for the collaboration between the parties and, as required, will be supplemented by one or more detailed agreements,

specifying their rights and obligations with respect to all or some of the objectives listed above. This Memorandum of Understanding is subject to contract and to the negotiation and agreement of terms and conditions satisfactory in all respects to both parties in relation to their proposed collaboration.

- 2 The parties agree and acknowledge that:
 - a. this Memorandum of Understanding does not constitute an offer by either party to undertake any obligations on the terms set out in this Memorandum of Understanding;
 - b. with the exception, and in consideration, of the mutual undertakings contained in paragraphs 7 and 8 (inclusive) below which shall have legal effect, this Memorandum of Understanding does not constitute, create or give rise to (nor will its acceptance by any party so constitute, create or give rise to) legally binding rights, obligations or representations on the part of either party under any law (including, without limitation, the laws of France) nor any form of commitment on the part of either party to proceed with any projects, arrangements or transactions with the other party; and
 - c. no information set out or referred to in this Memorandum of Understanding shall form the basis of any contract.
- 3 This Memorandum of Understanding shall take effect upon signature by the duly authorised representatives of both parties and shall continue in force for a period of 5 years from date of signature unless and until terminated by either party giving to the other not less than fourteen days' written notice to such effect. In the first instance, the parties would expect to pursue discussions with each other for a period of 5 years from the date of signature. After the initial period of 5 years, this Memorandum of Understanding may be renewed with the mutual consent of both parties. Termination of this Memorandum of Understanding shall be without penalty.
- 4 This Memorandum of Understanding may be modified at any time in writing, any such modifications to be dated and signed by or on behalf of each party.
- 5 The parties acknowledge that this Memorandum of Understanding is not exclusive. Each party may enter into arrangements with other institutions for similar or other purposes.
- 6 Each party agrees and acknowledges that this Memorandum of Understanding (and the information it contains) is confidential and undertakes not (without the other party's prior written consent) to disclose its existence or terms (in whole or in part) to any third party or to use it (in whole or in part) for any purpose other than to fulfil the objectives set out above. If either party desires to use or disclose any confidential information belonging to the other, the parties shall first execute a confidentiality agreement on terms to be agreed between them.
- 7 The terms of this Memorandum of Understanding supersede all previous negotiations and discussions between the parties prior to the date of its execution.
- 8 The parties shall each bear their own costs in carrying out the actions provided for in this Memorandum of Understanding unless otherwise agreed between the parties.
- 9 To the extent that this Memorandum of Understanding does have legal effect (subject in all respects as provided above), it, and all disputes and claims arising under it, shall be governed by, and construed in accordance with, the laws of France or Italy and each party irrevocably submits to the exclusive jurisdiction of the courts of France or Italy (depending on where the potential problem arises).
- 10 By executing this Memorandum of Understanding, each party agrees to be bound by each of the above provisions.

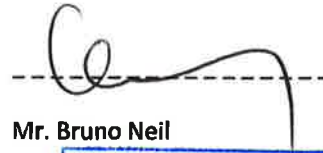
This Memorandum of Understanding between the parties has been signed by their authorized representatives.

For the Dipartimento di Studi Aziendali e Giuridici (University of Siena)



Prof. Gennaro Corvese
Head of Department

For Excelia Business School



Mr. Bruno Neil
Managing Director

