CARDOZO

BENJAMIN N. CARDOZO SCHOOL OF LAW • YESHIVA UNIVERSITY

AMY SUGIN
ASSISTANT DEAN FOR GRADUATE AND INTERNATIONAL PROGRAMS

212.790.0361
FAX 212.790.0203
E-MAIL SUGIN@YU.EDU

December 5, 2014

Professor Luigi Ferlazzo Natoli
Chairman, Board of Directors of Fondazione Andrea Arena
Via Francesco Crispi N.8
98121 Messina (Italy)
Fiscal code no. 97075650834

Dear Professor Natoli:

It is a pleasure to send you the enclosed MOU signed by our Dean, Matthew Diller, to confirm the inauguration of the partnership between the Fondazione Andrea Arena and the Benjamin N. Cardozo School of Law.

We are delighted to have this partnership with you and look forward to welcoming your deserving students to the LL.M. Program at the Cardozo School of Law.

We are grateful to Professor Andrea Guaccero for his assistance in connecting us, and look forward to working with you in the years to come.

Please retain one copy for your records and return one signed copy to me at address below.

With all best wishes,

Sincerely,

Amy Sugin

Memorandum of Understanding
between

BENJAMIN N. CARDOZO SCHOOL OF LAW – YESHIVA UNIVERSITY
55 FIFTH AVENUE
NEW YORK, NY 10003
USA

and

FONDAZIONE ANDREA ARENA
VIA FRANCESCO CRISPI N. 8
98121 MESSINA (Italy)
fiscal code no. 97075650834

1. **Objective**. The BENJAMIN N. CARDOZO SCHOOL OF LAW ("CSL") and FONDAZIONE ANDREA ARENA ("FAA") enter into this Agreement to establish a framework in which meritorious Italian law graduates enroll in the graduate program in CSL, and receive scholarship support from each institution.

2. **Selection of Students**

The Fondazione will appoint a committee to nominate an Italian law graduate through a competitive process to receive the scholarship. Students will be selected in alternate years, beginning in 2014 for enrollment in the Fall of 2015; and will proceed accordingly so that a FAA scholarship awardee will be nominated to the Cardozo CSL program every other year. For the original term of this MOU, the three year period will be from 2014 through 2017, with an eligible nominee to be awarded scholarship for academic year 2015-16 and 2017-18.

FAA reserves the discretionary right not to select any candidate for awarding the scholarship. FAA applicants will be nominated by FAA to the CSL LL.M. degree program and must follow the application procedures required for all LL.M. degree program applicants, which includes an application form; two letters of recommendation; a personal statement; a resume; a Test of English as a Foreign Language (TOEFL) score; and a transcript of grades in English. The application fee will be waived for FAA applicants. All applicants must hold an Italian law degree. Nominations and the application for admission will ideally be completed by April 15 preceding the fall semester of enrollment. CSL will evaluate the application of each selected student and CSL reserves the final admissions decision for each student.

3. **Financial Arrangements**

For the duration of this agreement, Cardozo will award a scholarship in the amount of $20,000 per student to the selected FAA students. FAA will pay Cardozo the balance of the tuition up to $40,000.

Tuition is published on the CSL website at http://www.cardozo.yu.edu/admissions/llm-admissions/tuition-and-scholarships. Should tuition exceed $60,000, FAA and Cardozo will renegotiate the terms of the agreement. Students will be responsible for making arrangements for and bearing the costs of accommodation, international travel, visa, travel in the host country, books, equipment, consumables, hospitalization, mandatory health insurance, and other incidental expenses.

4. **Rules and Regulations**

In the event that an FAA awardee should fail to comply with academic or disciplinary regulations of CSL and be asked to leave CSL, the FAA awardee will be responsible for any expenses resulting from the involuntary withdrawal. No refund will be issued in such circumstances. CSL makes such decisions based on its policies and regulations. FAA will be notified before any such action is taken.

5. **Initial Term and Renewal.**

This Agreement shall take effect upon signature by the Dean of CSL and by an authorized representative of FAA and shall be reviewed for renewal every three (3) years. This Agreement may be extended by the written consent of both institutions for a further specified period. The two institutions will confer concerning the renewal of this Agreement six months prior to its expiration.

6. **Termination.**

Either institution may terminate this Agreement, with or without cause, by providing the other institution with notice in writing at least 180 days before the effective date of termination, provided, however, that termination shall not affect any student approved or enrolled prior to the notice of termination.

7. **Disputes.**

Any disputes arising hereunder will be resolved through good faith discussions between the designated representatives of the two institutions. The parties agree that the laws of the State of New York govern this agreement and the parties submit to the jurisdiction of the courts of New York, New York.

8. **Force Majeure.**

Neither Institution will be held responsible or liable, or be deemed to be in default or breach of this Agreement, for any delay, failure or inability to meet its obligations under this Agreement (other

than any obligation to pay money) caused by or arising from any cause that is unavoidable or beyond the reasonable control of the Institution, including war, warlike operations, riot, insurrection, orders of government, strikes, lockouts, public health emergencies, quarantines, disturbances or any act of God or other cause which frustrates the performance of this Agreement.

On behalf of their respective institutions:

Professor LUIGI FERLAZZO NATOLI	Professor Matthew Diller
Chairman, Board of Directors of Fondazione Andrea Arena	Dean, Benjamin N. Cardozo School of Law
Date: 27/12/2014	Date: Dec 5, 2014