



THE UNIVERSITY OF
WAIKATO
Te Whare Wānanga o Waikato

MEMORANDUM OF UNDERSTANDING

between

**DIVISION OF ARTS, LAW, PSYCHOLOGY AND SOCIAL STUDIES
THE UNIVERSITY OF WAIKATO, NEW ZEALAND**

and

ISTITUTO SUPERIORE DI STUDI MUSICALI "O. VECCHI - A. TONELLI", ITALY

PARTIES

- (1) **THE UNIVERSITY OF WAIKATO (NEW ZEALAND)** a tertiary education institution established as a university under the University of Waikato Act 1963 and operating under the Education and Training Act 2020, whose address for service is Knighton Road, Hamilton (“Waikato”).
- (2) **ISTITUTO SUPERIORE DI STUDI MUSICALI "O. VECCHI - A. TONELLI", ITALY** since 2007 a tertiary state-recognized Institute by the Directorate General of Artistic and Musical Higher Education (in Italian AFAM) in accordance with the law 508/99.

BACKGROUND

- A. Waikato and Vecchi Tonelli share a common interest in furthering international academic scholarship and research through collaborative arrangements.
- B. This Memorandum of Understanding (“MOU”) sets out the parties’ wishes to develop a relationship based on the principles of mutual respect and international connectedness.

AGREEMENT

1. Primary Objectives

- 1.1 Both parties agree that the primary objectives of this MOU include, but are not limited to, exploring possibilities to:
 - (a) provide opportunities for research, management, and teaching staff, to the extent resources permit, to participate in exchange programmes to gain experience at another institution;
 - (b) exchange research findings and publications, academic teaching resources, and other materials of common interest;
 - (c) develop collaborative research programmes that investigate topics of interest to staff in both institutions, acknowledging that:
 - (i) all existing intellectual property will remain the property of the institution that has created the intellectual property; and
 - (ii) ownership arrangements for any intellectual property developed as the result of research collaboration will be agreed in separate research collaboration agreements (if applicable).

- (d) facilitate joint activities, including meetings, seminars, symposia or lectures, workshops and conferences;
- (e) provide opportunities for student exchange or study abroad programmes; and
- (f) provide opportunities for students to transfer to the other with a guaranteed recognition of credit or to undertake a joint qualification.

2. **Negotiation and Agreement**

2.1 The parties agree:

- (a) to maintain regular contact to negotiate the implementation of any clauses of this MOU; and
- (b) that they will need to negotiate specific terms and conditions and enter into specific agreements to implement any of the expressed wishes of the parties under this MOU.

3. **CONFIDENTIALITY**

- 3.1 The parties will not use or disclose Confidential Information that comes into its possession other than for the purpose of giving effect to this MOU.

4. **DISPUTE RESOLUTION**

- 4.1 The parties agree to use their best endeavours to resolve any dispute arising out of this MOU through good faith discussion and will engage in negotiation and mediation before considering other means of dispute resolution.

5. **TERM AND TERMINATION**

- 5.1 This MOU will commence on the date of signing by both parties and will continue for five years, unless terminated by the parties under clause 5.2.
- 5.2 Notwithstanding any other provision, this MOU may be terminated by either party giving six months' notice in writing to the other.

6. **VARIATION**

- 6.1 This MOU may be varied at any time by written agreement between the parties.

7. GOVERNING LAW

This MOU is subject to and shall be interpreted in accordance with the laws of New Zealand.

8. CODE OF PRACTICE

8.1 The parties acknowledge that the University of Waikato is a signatory to the "**Education (Pastoral Care of Tertiary and International Learners) Code of Practice 2021**". Copies are available from the Ministry of Education website at:

<https://www.education.govt.nz/further-education/information-for-tertiary-students/code-of-practice-pastoral-care-domestic-tertiary/>

9. RELATIONSHIP BETWEEN THE PARTIES

9.1 The parties are entering and performing this MOU as independent collaborators and will not under any circumstances be construed as agents, partners, employees or fiduciaries of each other.

10. NOTICES

10.1 **Method of notice:** Notices, communication documents, or demands required to be made or served pursuant to this MOU must be in writing and signed by the party giving the notice or by any officer or solicitor of that party. Any notice or document will be deemed to be duly given or made:

- (a) if delivered by hand, when so delivered;
- (b) if sent by post, on the tenth Working Day following posting;
- (c) in the case of a communication by email, when transmitted with no indication of incomplete transmission to the recipient's last known email address.

10.2 **Address for notices:** Notices, communication documents or demands will be given to the individuals at the addresses and numbers provided in Appendix 1. Any party may change its notified addresses and/or numbers by notice in writing served on the other party.

11. **ASSIGNMENT**

11.1 Neither party may sell, transfer, assign, license, sub-contract, or otherwise part with possession of any right, duty, or obligation under this MOU to a third party without the other party's prior written consent.

SIGNED by
**ISTITUTO SUPERIORE DI STUDI MUSICALI "O.
VECCHI - A. TONELLI"**

SIGNED by
UNIVERSITY OF WAIKATO

Professor Giuseppe Modugno
Director

Professor Alister Jones
Senior Deputy Vice-Chancellor

Date 25th October 2021

Date

Appendix One
Personnel Contact Details

**ISTITUTO SUPERIORE DI STUDI MUSICALI "O.
VECCHI - A. TONELLI"**

Professor Giuseppe Modugno
Director of the Institute
E-mail: giuseppe.modugno@vecchitonelli.it

INTERNATIONAL OFFICE

Professor Massimo Carpegna
Deputy Director
Head of the International Office
Tel: +39 059.2032925
e-mail: international@vecchitonelli.com

Mrs Angela Balboni
Assistant at the International Office
E-mail: international@vecchitonelli.com

I.S.S.M. Vecchi-Tonelli
Via C.Goldoni, 8/10
41121 Modena
Italy

I.S.S.M. Vecchi-Tonelli
Via C.Goldoni, 8/10
41121 Modena
Italy

Tel: +39 059.2032925

UNIVERSITY OF WAIKATO

**DIVISION OF ARTS, LAW, PSYCHOLOGY AND
SOCIAL STUDIES**

Dr Michael Williams
Senior Lecturer – Music Programme
Email: michaelw@waikato.ac.nz

INTERNATIONAL OFFICE

Ms Mulan
Associate Director – Global Programmes
Tel: +64 7 858 5051
Email: mulan@waikato.ac.nz

Ms Anna Carlaw
Global Officer
Tel: +64 7 837 9674
Email: anna.carlaw@waikato.ac.nz

POSTAL ADDRESS

University of Waikato
Private Bag 3105
Hamilton 3240
New Zealand

COURIER ADDRESS

University of Waikato
The Gateway Building
Gate 5, Hillcrest Road
Hamilton 3216
New Zealand
Tel: +64 7 837 9674