## SYRACUSE UNIVERSITY

## MEMORANDUM OF UNDERSTANDING BETWEEN THE JUDICIAL SCHOOL on behalf of the TRIBUNAL REGIONAL DO TRABALHO DA 9a REGIÃO AND SYRACUSE UNIVERSITY on behalf of its COLLEGE OF LAW

Syracuse University ("SU") on behalf of its College of Law and the Tribunal Regional do Trabalho da 9a Região (TRT-9) (referred to singularly as a "Party" or collectively as the "Parties") are entering into this Memorandum of Understanding ("MOU") to facilitate discussions between them with respect to the establishment of a mutually beneficial relationship involving association with the SU College of Law Masters in American Law Program (the "LL.M. Program") and programs of the English Language Institute.

- 1. TRT 9 and SU College of Law will establish a relationship with the ability to share this association in promotional materials, subject to the right of each Party to prior approval of any use of its name, trademarks or other intellectual property.
- 2. For a period of five (5) years (renewable at the consent of both Parties) SU College of Law will reserve a minimum of 2 and a maximum of 6 spaces in its LL.M. Program for individuals of TRT 9 (hereinafter known as "Sponsored Students").
- (a) In order to qualify as a Sponsored Student, the applicant will comport with all other admission requirements of the LL.M. Program, including submitting a full and complete application with all supporting materials. The applicant(s) must show proof of employment with TRT-9 prior to matriculation. SU reserves the right to reject or revoke an acceptance of a Sponsored Student if SU determines, in its sole discretion, that his/her application or performance does not comport with SU's protocols or standards at any time.
- (b) As Sponsored Students, applicants to the LL.M. Program will receive preferential and expeditious consideration during the admissions process. In addition, and where appropriate, Sponsored Students will receive endorsement by the SU College of Law for admission to the English Language Institute.
- (c) Sponsored Students who are offered admission under this MOU will receive a 50% scholarship in LL.M. Program tuition. Such tuition reduction can only be applied to LL.M. Program tuition during the academic year/term in which the applicant is admitted.
- (d) Sponsored Students will be responsible for all costs of attendance, which may include, but are not limited to, tuition, students' living expenses, housing, health insurance, visas, transportation, as well as any ancillary and/or mandatory fees imposed by SU.
- 3. SU and TRT-9 agree to pursue opportunities to establish and execute short term programs to train members of TRT-9 on certain substantive legal topics as agreed upon by both Parties. Such programs will be non-degree bearing and no credit will be given for completion.
- 4. In the course of their engagement, the Parties may exchange information that could be confidential and not (a) generally known to the public, (b) already known, through legal means, to the Party receiving the information, or (c) legally obtained from a third party. Each Party agrees to use the other Party's confidential information solely for the purpose contemplated by this MOU and not to disclose such confidential information to any person or entity other than as necessary for such purposes.
- 5. This MOU is a non-binding statement of the present intentions of the Parties and does not in and of itself create any responsibility or obligation of either Party, other than [(a)] an obligation to proceed in good faith to attempt to establish the programs described herein and [(b)] obligations of confidentiality and

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limited use of information and intellectual property as described above. Both Parties have the unilateral right to discontinue discussions at any time.

- 6. This MOU is governed by the laws of New York State, without regard to principles of conflicts of law. The venue of any proceeding to resolve a dispute shall be a state or federal court located in Onondaga County, New York, and both Parties hereby submit to the jurisdiction of such court.
- 7. Neither institution shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission
- 8. This MOU may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument. The Parties agree to accept electronic, pdf and facsimile signatures as original signatures. Each Party's assent to this MOU is established by its signature below.

SYRACUSE UNIVERSITY

MICHELE G. WHEATLY

10/03/2018

Vice Chancellor and Provost

CASSIO COLOMBO FILHO

Director, Judicial School