

MEMORANDUM OF COOPERATION

This Memorandum of Cooperation (“MOC”) is made and entered into effective as of May 31, 2016 by and between the **Consiglio Nazionale Forense** (the “CNF”) whose address is Via del Governo Vecchio, 3 – 00186 – Rome, Italy Country and the **American Bar Association** Section of International Law (the “Section”), whose address is 1050 Connecticut Ave, NW, Washington, DC 20036.

RECITALS

WHEREAS, the CNF, regulated in the Italian legal system by Royal Decree Law no. 1578 of November 27, 1933 and Royal Decree no. 37 of January 22, 1934, is the organization of institutional representation of the Italian bar and the expression of the entire Italian legal profession. By specific legislative provision, the CNF is headquartered in Rome at the Ministry of Justice and is composed of 33 members (corresponding to the Districts of the Courts of Appeal), elected among the lawyers admitted to practice before the higher courts. The members are elected for a period of three years. They can be re-elected and remain in office until the new CNF is seated. The CNF elects its President, two Vice-Presidents, a Secretary and a Treasurer. The principle attributions of the CNF are: 1) a jurisdictional function pertaining to appeals from decisions of the local territorial bars concerning discipline, membership roles and bar electoral disputes; 2) the maintenance of the role of lawyers entitled to practice before the higher courts; and 3) a consultative activity on proposals of law and regulation that concern, directly and indirectly, the legal profession. The CNF also gives opinion on the dissolution of local bar councils, designates lawyers as members of commissions of professional examination, approves and coordinates programs of legal training, and prepares, updates and proposes professional tariffs. The CNF publishes a number of legal periodicals. The CNF is the leading organization in Italy that groups the most prominent lawyers and practitioners in Rome and elsewhere in Italy, and hence has a keen interest in interacting with organizations overseas with which it may be possible to further the goals of its constituency;

WHEREAS, the Section is the only American Bar Association entity that focuses on the full range of international legal issues, is involved in a wide variety of substantive legal activities, and has been a leader in the development of policy in the international arena, the promotion of the just rule of law and the education of international law practitioners;

WHEREAS, the Section's core values include a commitment to embrace and further the diversity of the legal profession; and

WHEREAS, the CNF and the Section desire to better coordinate their efforts and activities and explore ways to further cooperate.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the CNF and the Section agree as follows:

1. Term.

The term of this MOC will begin on upon signature from both parties and will last for three (3) years, unless earlier terminated upon written notice of the Section to the CNF or the CNF to the Section, as the case may be.

2. Cross-Promotion of Meetings.

A. The Section will provide promotional support for the CNF's Congress and up to two (2) other significant CNF programs of the CNF's selection. The promotional support to be provided by the Section hereunder will include, for each program: (i) one (1) listserv distribution of the agenda of such meeting or program, as provided by the CNF, by the Section directed to Section members interested in Italian legal issues and/or the topic of the CNF programs; and (ii) an appropriate notice listing the CNF's program on the Section's events calendar, hosted on the Section's website, including a hyperlink, if available, from the Section's events calendar to any online agenda of, or other information for, such CNF program. The Section will be listed as a "Cooperating Entity" (or similar designation) for each such meeting, and will have such status reflected in meeting materials and at each such meeting. To the extent possible, Section members will be able to take advantage of the same registration rates for such meeting as are made available to members of the CNF.

B. The CNF will provide promotional support for each of the Section's Fall Meeting, Spring Meeting, and at least one Section Forum upon request. The CNF will be recognized as a "Cooperating Entity" for each meeting; therefore, each meeting will be presented by the CNF as "in cooperation with" or "in conjunction with" (or similar language) the Section. CNF members will receive "Cooperating Entity" registration rates for each such meeting, and will, therefore, be charged the same registration rate as Section members are charged for such meeting. The Section will provide suggested promotional language to the CNF for the promotional support hereunder. The promotional support hereunder will include, for each meeting: (i) one

(1) listserv distribution to CNF members by the CNF of the meeting agenda and related information as provided by the Section; and (ii) an appropriate notice on the CNF's website, including a hyperlink from the CNF's website to the homepage for such meeting as maintained by the Section.

3. Leaders' Attendance.

A. The Section will provide one (1) complimentary registration to its Spring Meeting to the CNF's Chair or his/her designee. The CNF's Chair or his/her designee will be designated as a "Distinguished Guest," or similar designation, at the Section's Spring Meeting, will be invited to attend the Section's Council meeting at the Spring Meeting, and will be invited to present brief remarks to such body.

B. The CNF will provide one (1) complimentary registration to its Annual Meeting and one (1) ticket/pass to the principal reception at its Annual Meeting to the Section's Chair or his/her designee. The Section's Chair or his/her designee will be designated as a "Distinguished Guest," or similar designation, at the CNF's Annual Meeting, will be invited to attend the CNF's executive committee meeting at its Annual Meeting, and will be invited to present brief remarks to such body.

C. The leadership groups of each of the CNF and the Section will meet at least once per year to discuss issues of common interest. Such meeting would take place at the ABA's Annual Meeting, the Section's Fall Meeting or Spring Meeting, whichever is deemed most appropriate and convenient by both leadership groups.

4. Appointment of Liaisons.

Each of the Section and the CNF shall appoint a liaison to the other party. The liaisons will act as a primary, but not exclusive, point of contact between the Section and the CNF for matters related to this MOU and other issues of common interest.

5. Exhibition Space.

A. The Section will provide to the CNF a standard-sized exhibition space at the Section's Spring Meeting, which space may be used by the CNF to display items of potential interest to meeting registrants, including membership information.

B. The CNF will provide to the Section a standard-sized exhibition space at the CNF's Annual Meeting, which space may be used by the Section to display items of potential interest to meeting registrants, including membership information.

6. Publications.

A. The Section will work with the CNF to identify opportunities for CNF members to publish items in the International Law News and the International Lawyer, subject to space availability and each publication's editorial standards.

B. The CNF will work with the Section to identify opportunities for Section members to publish items in relevant CNF publications, subject to space availability and each such publication's editorial standards.

7. Marks Usage.

Each of the Section and the CNF will use the other's marks, logos, and related items in a manner consistent with the owner's usage protocols.

8. Policy and Projects.

A. The Section will work with the CNF to identify opportunities for the CNF to provide assistance on relevant Section policy initiatives, including relevant reports and recommendations. In addition, the Section will work with the CNF to identify opportunities for the CNF to participate in relevant Section projects.

B. The CNF will work with the Section to identify opportunities for the Section to provide assistance on relevant CNF policy initiatives. In addition, the CNF will work with the Section to identify opportunities for the Section to participate in relevant CNF projects.

9. CLE (Continuing Legal Education) Accreditation

The CNF will accredit Section programs so that Italian lawyers attending Section meetings get both Italian CLE credit and US CLE credit.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Cooperation as of the date first written above.

CONSIGLIO NAZIONALE FORENSE

Andrea Mascherin, President

AMERICAN BAR ASSOCIATION
SECTION OF INTERNATIONAL LAW

Lisa J. Savitt, Chair