

Memorandum of Understanding

between

The Law Society of Hong Kong

and

Ordine degli Avvocati di Milano

Memorandum of Understanding

Memorandum of Understanding dated the 29th October 2014.

Parties

THE LAW SOCIETY OF HONG KONG 3RD Floor, Wing On House, 71 Des Voeux Road, Central, Hong Kong (**LSHK**)

and

ORDINE DEGLI AVVOCATI DI MILANO Via Carlo Freguglia 1 – 20122 Milano (**OAM**)

Recitals

- A LSHK is an organization representing solicitors in Hong Kong.
- B OAM is an organization representing lawyers in Milan.
- C LSHK and OAM (**Parties**) wish to work more closely together in the future to advance the legal profession in Hong Kong and Milan.
- D After discussions and correspondence between LSHK and OAM, the Parties have reached agreement on ways in which they can work more closely together in the future for the benefit of their members.
- E the Parties wish to record their agreement in this Memorandum of Understanding (**MOU**).

The Parties now agree as follows:

1 Period of MOU

This MOU commences on the date it is executed **29th October 2014** and will continue indefinitely unless terminated by either Party in accordance with this MOU.

2 Communication between the Parties

- 2.1** It is the intention of both Parties to communicate with the other Party on a regular basis. For these purposes, the Parties will endeavour to meet in person or by electronic means on at least two occasions each year to discuss the progress of the MOU.
- 2.2** Each Party encourages and welcomes visits by delegations, officers and representatives from the other Party to their respective territories as a means of exchanging ideas and learning about developments in the legal system of each Party's country.

3 Access to member services

The Parties agree to develop a reciprocal services arrangement for the benefit of each Party's members who travel between Hong Kong and Milan. The reciprocal services arrangement will enable members of each Party to access agreed member services on the same basis as local members.

Such services will include access to the mandatory professional development courses attended by members in the relevant jurisdiction where they are currently working - ie Continuing Professional Development programs (as they are called in Hong Kong) and Formazione Continua (as they are called in Milan) ("**Mandatory Professional Development**") and access to the Members' Library.

4 Continuing Professional Development (CPD) compliance requirements for dual registration

Each Party will provide guidance in relation to meeting Mandatory Professional Development requirements to those members of the other Party who wish to hold practicing certificates in both Hong Kong and Milan.

5 General

5.1 Publicity

Each Party must obtain written consent from the other Party in respect of any public announcement or representation made about the MOU. The Parties agree that written consent shall not be unreasonably withheld.

Memorandum of Understanding

The Parties shall agree on the form of a statement to the media regarding the MOU, to be released immediately following the Commencement Date.

Each Party agrees to promote the MOU to its respective members and to provide a link to the website of the other Party on its website.

5.2 Relationship of the Parties

The MOU does not create a partnership, agency, fiduciary or any other relationship, except the relationship of contracting Parties.

5.3 Termination

The MOU may be terminated on three months' notice in writing by one Party to the others.

5.4 Variation

The Parties shall continue to consider ways in which they can advance their relationship and the interests of their respective members.


The terms of the MOU may only be varied by agreement in writing between the Parties.

5.5 Costs

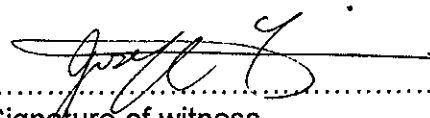
Each Party to the MOU will bear and pay all of its own costs and expenses incurred in connection with the MOU and the execution of the contemplated actions except as otherwise agree upon.

Execution

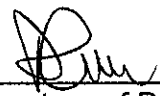
Signed by
For and on behalf of **THE LAW SOCIETY**
OF HONG KONG

) 
) _____
) Signature of Past President
and Council Member
(Mr. Huen Wong

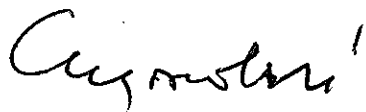
In the presence of:


.....
Signature of witness
Mr. Joseph Li

Signed by
For and on behalf of **ORDINE DEGLI**
AVVOCATI DI MILANO

) 
) _____
) Signature of President
Avv. Mr. Paolo Giuggioli

In the presence of:


.....
Signature of witness
Avv. Mr. Enrico Moscoloni

