



Università
degli Studi di
Messina



FRAMEWORK COOPERATION AGREEMENT

BETWEEN

THE UNIVERSITY OF MESSINA

AND

**THE ROSENSTIEL SCHOOL OF MARINE AND ATMOSPHERIC SCIENCE
UNIVERSITY OF MIAMI**



This Framework Cooperation Agreement (“Agreement”) is entered into between The University of Messina - Italy, legally represented by the Rector, Prof. Salvatore Cuzzocrea, *and* The University of Miami, a Florida not for profit corporation on behalf of its Rosenstiel Marine School of Atmospheric Science (“RSMAS”) hereby “the Parties”.

RECITALS

WHEREAS, considering the interest of the Parties to establish a cultural scientific and didactic cooperation in fields of mutual scientific interest; and

WHEREAS, considering cultural diversity an incentive, rather than an obstacle, to innovation and international cooperation.

AGREEMENT

The parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree to the following:

Article 1

The Parties are committed to promote joint didactic, research and cultural activities as well as scientific exchanges in the areas of mutual interest; to maintain the highest standards of teaching and research; to keep up with academic trends and to share innovations.

Article 2

The cooperation between the Parties may consist in cultural and scientific activities such as:

- mobility of academics, researchers, technical-administrative staff and students;
- mobility of Ph.D. students for thesis co-tutorship whose terms and conditions will be defined in specific agreements;
- joint research projects in areas of common interest;
- reciprocal exchange of information, scientific works and other scientific and didactic materials of mutual interest;
- joint initiatives such as seminars, lectures, symposia, etc.;
- access to IT and research equipment and other facilities of both Institutions.

Specifics regarding the foregoing may be set forth in a separate and subsequent definitive agreement. These mechanisms notwithstanding, other initiatives may arise out of the natural development of this Agreement. To be binding on the University of Miami any subsequent



definitive agreement must be executed in writing by an authorized representative of the University of Miami.

The activities that make up this Agreement will be determined by mutual agreement of the Parties upon the initiative of either party. The specific terms of each activity, including terms of reference, cost-sharing and deadlines, will be agreed upon depending on each organization's resource availability and priorities. These activities shall involve drafting a separate complementary agreement or contract.

Article 3

The parties hereby acknowledge that this Agreement is not exclusive, and that each party may freely contract with any other person, firm or entity concerning the subject matter hereof.

Article 4

This Agreement shall be in force for a period of 5 years from the date of the last signature. Thereafter it shall renew automatically for a 1-year term. Notwithstanding the foregoing, either party may terminate this Agreement at any time with or without cause upon thirty (30) days advance written notice, without prejudice to the effects and obligations assumed with any other agreement stipulated between the Parties.

Article 5

Intellectual property rights over reports or other research resulting from this Agreement will remain with the University of Miami and University of Messina, Italy. No right, title or interest in or to any marks, trade names, slogans, logos, labels or designs used or owned by either party, nor the goodwill connected with it is conveyed hereby. No party shall use the name or any trademark or logo of the other party in any press release or product advertising, or for any other commercial purpose, without the prior written consent of the other party, which consent may be given or withheld at the other party's sole discretion.

Article 6



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All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, and addressed as set forth below. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner herein set forth.

University of Messina - Italy

Prof.ssa Concetta De Stefano

Dept. of Chemistry, Biology, Pharmacy and Environmental Sciences

P.zza S. Pugliatti n.1, 98122 Messina

e-mail: cdestefano@unime.it; cooperazione@unime.it

University of Miami

e-mail: _____

with a copy to:

University of Miami

Office of General Counsel

1320 South Dixie Highway, Suite 1250

Coral Gables, Florida 33146

Attention: General Counsel

Article 7

This Agreement is non-binding and is intended only to express the intent of the parties to explore possible avenues of collaboration between the two entities in connection with the Parties' desire to establish education, training, and research opportunities for collaboration. Until a subsequent definitive agreement is executed by the Parties setting forth the Parties' respective collabora-



tive efforts, this Agreement is not intended to constitute a binding agreement to consummate any transaction or collaborative effort and no party shall have any obligation or liability to any other for expenses or otherwise. Any obligation or liability to be undertaken by any party will require and must be set forth in a separate and subsequent definitive agreement. To be binding on the University of Miami any subsequent definitive agreement must be executed in writing by an authorized representative of the University of Miami.

Article 8

The parties shall comply with all applicable laws and regulations in collaborating under this Agreement, including, but not limited to the U.S. Foreign Corrupt Practices Act (“FCPA”), for the norms applicable to Higher Education Institutions. The parties are familiar with the FCPA, its prohibitions and purposes, and will not undertake any actions that may violate the FCPA. Accordingly, the parties hereby agree that:

i. The parties will not employ/retain a person who is a governmental official or employee, including employees of government owned or government controlled corporations, agencies or bodies (such as health or medical institutions which are owned or controlled by the government), unless services retained are bona fide consulting work and – where required – retained official has obtained necessary approvals by competent authorities/employer to be retained for said consulting services.

ii. The parties will not, directly or indirectly, make any payment, offer or promise to make any payment or transfer of anything of value to a governmental official or employee, or to any political party or any candidate for political office, with the purpose of influencing decisions favorable to either party and its business in contravention of the FCPA.

iii. The parties will immediately advise the other party in writing in the event that any person employed by or associated with such party becomes such government official, political party official or candidate, unless services retained are bona fide consulting work and – where required – retained official has obtained necessary approvals by competent authorities/employer to be retained for said consulting services.



iv. The parties shall maintain true and accurate records necessary to demonstrate compliance with this Agreement (including the requirements of this provision) and shall provide a written certification of such compliance upon simple request.

v. Each party shall provide the other party or its representatives, with access to such records (financial and otherwise) and supporting documentation related to the subject matter of this Agreement as may be requested by such party in order to document or verify compliance with the provisions of this Agreement (including, but not limited to, the provisions herein).

vi. If either party fails to comply with any of these provisions (irrespective of the size, nature or materiality of such violation), such failure shall be deemed to be a material breach of this Agreement and, upon any such failure, the other party shall have the right to terminate this Agreement with immediate effect and without penalty or liability of any nature whatsoever, upon written notice to the party failing to comply with these provisions.

Article 9

This Agreement has been prepared and signed in the English language, which language shall be controlling in all respects. No translation, if any, of this Agreement into the official language(s) of any party or any other language shall be of any force or effect in the interpretation of this Agreement or in a determination of the intent of either of the parties hereto. In the event of any conflict or inconsistency between the English language version and any translation hereof made for any purpose, the English language version shall govern the interpretation and construction hereof.

This Agreement consists in two original copies and may be executed in counterparts.

University of Messina, Italy

University of Miami

Date: _____

Date: _____

Prof. Salvatore Cuzzocrea

Humberto Speziani

Rector of the University of Messina,
Italy

Assistant Vice President, Financial
Operations