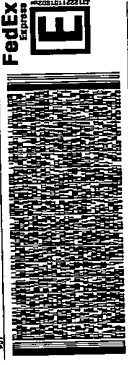


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26 NOV 2021  
2021



# **MEMORANDUM OF UNDERSTANDING**

Between

**NORTHEASTERN UNIVERSITY**

And

**UNIVERSITY OF MESSINA**

This Memorandum of Understanding (this “MOU”) is made by and between Northeastern University, located at 360 Huntington Avenue, Boston, Massachusetts 02115 (“University”), and University of Messina, located at Piazza Pugliatti, 1, 98122 Messina ME, Italy (“Partner Institution”). University and Partner Institution are referred to collectively as the “Institutions”.

## **1. Introduction**

1.1. The Institutions intend to work together to develop cooperative arrangements, whereby the Institutions may participate in collaborative activities that further enhance the respective educational missions of the Institutions, as well as the relationship between the Institutions.

1.2. The Institutions may explore cooperation in various educational activities, including but not limited to:

- Interaction of faculty, scholars and students between Institutions
- Training opportunities of mutual interest that leverage the unique programmatic attributes of each institution
- Educational program partnerships
- Joint development of curricula and academic projects
- Collaboration in academic publications and other materials of mutual interest based on the aforementioned activities

1.3. Except for sections 6 and 7 below (Confidentiality and Intellectual Property), this document is not intended to create legal or binding obligations on either Institution. It serves only as a record of the Institutions’ intentions to explore collaborative opportunities going forward. All such opportunities will require a separate Memorandum of Agreement that must be separately approved by the University and Partner Institution.

## **2. Precondition of Adequate Funding**

Implementation of the activities contemplated by this MOU is dependent upon the ability of the Institutions to secure adequate funding to support such activities, as well as the execution of one or more written agreements describing in detail the specific form and content of the activities and

the Institutions' respective and mutual obligations, responsibilities, and rights regarding any such activities.

### 3. Liaisons

Each Institution will name an office and individual who will be responsible for the coordination of activities under this MOU, and for reporting on the results of this MOU at its Institution.

### 4. Effective Date; Term

This MOU becomes effective from the date of the last signature and shall remain in effect for three (3) years from the date thereof, at which time the Institutions may negotiate to extend the MOU for an additional period. This MOU may be terminated by either Institution upon thirty (30) days written notice, provided however, that no such termination shall adversely affect any then-existing agreement between the Institutions, each of which, if any, shall expire or be terminated in accordance with the terms thereof.

### 5. Compliance with Laws and Policies

All activities undertaken by an Institution pursuant to this MOU shall be undertaken in accordance with and subject to all laws and internal policies applicable to such Institution, as determined by such Institution in its reasonable and good faith judgment.

### 6. Confidentiality

All information provided by or on behalf of one Institution to the other, including (without limitation) the existence and terms of this MOU, is considered confidential information ("Confidential Information"). Neither Institution shall disclose, access or use, or permit others to disclose, access or use, the Confidential Information of the other Institution except as expressly provided in a written agreement. Each Institution shall safeguard and keep confidential the Confidential Information of the other Institution using the same degree of care that it uses to protect its own confidential and proprietary information, but in no event using less than reasonable care under the circumstances.

### 7. Intellectual Property

Neither Institution shall use the name, logo, likeness, trademark, image or other intellectual property of the other for advertising, marketing, endorsement or any other purpose without the specific prior written consent of an authorized representative of the other Institution with respect to each such use.

### 8. General

8.1 This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof as of the date hereof, and may be revised or renewed only by mutual written agreement between the Institutions.

8.2 The Institutions enter into this MOU and any subsequent agreement as independent contractors, and no other relationship is intended to or shall be construed to arise hereunder, including but not limited to employment, joint venture or partnership.

Executed by an authorized representative of each Institution as of the last date set forth below.

**Northeastern University**

**University of Messina**



\_\_\_\_\_  
Thomas C. Sheahan, Senior Vice Provost,  
Curriculum and Programs

\_\_\_\_\_  
Prof. Salvatore Cuzzocrea, Rector

10/21/2021

Date

\_\_\_\_\_  
Date