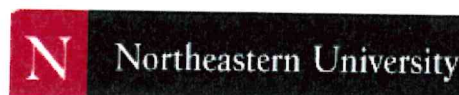




Università
degli Studi di
Messina

UNIVERSITA' DEGLI STUDI DI MESSINA	
PROT. N.	44118
DEL	25 / 03 / 2025
TIT./CL.	III / 14 - PARTENZA
CONTRATTI N.	378 / 2025



MEMORANDUM OF UNDERSTANDING

Between

NORTHEASTERN UNIVERSITY

And

UNIVERSITA' DEGLI STUDI DI MESSINA

This Memorandum of Understanding (this "MOU") is made by and between Northeastern University, located at 360 Huntington Avenue, Boston, Massachusetts 02115 ("University") legally represented by Thomas C. Sheahan and the Università degli Studi di Messina, located at Piazza Pugliatti, 1, 98122 Messina ME, Italy ("Partner Institution"), legally represented by the Rector, Prof. Giovanna Spataro. 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

Scientific aims, implementation procedures as well as expected results of each specific cooperation activity will be defined in specific protocols annex to the present framework cooperation agreement. Within the limits of rules and regulations in force in each country, the Parties are engaged to find the necessary financial means to implement each specific cooperation activity.

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 five (5) years -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. Processing of personal data

The processing of personal data related to this agreement is carried out by the Universities in accordance with the European General Regulation No. 679/2016 for the protection of personal data and the Code regarding the protection of personal data, Legislative Decree No. 196/2003 and subsequent amendments and additions and with the conforming Regulation in force in both universities.

9. General

9.1. 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.

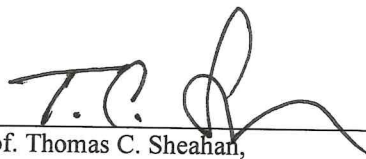
9.2. The Institutions enter into this MOU and any subsequent agreement as independent contractors, and no other relationship is intended to or shall be construed to arise hereunder, including but not limited to employment, joint venture or partnership.

9.3. The present framework agreement includes two equivalent texts in English language.


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

Northeastern University

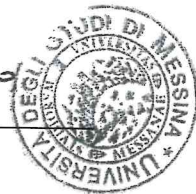
University of Messina

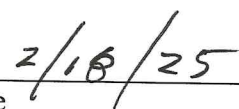


Prof. Thomas C. Sheahan,
Executive Vice Provost

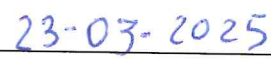


Prof. Giovanna Spatari
Rector





Date



Date