

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
UNIVERSITÀ DEGLI STUDI DI NAPOLI  
"L'ORIENTALE"  
AND  
NORTHWESTERN UNIVERSITY

The Università degli Studi di Napoli "L'Orientale" and Northwestern University, seeking to establish and develop institutional ties and, in particular, to develop co-operation in teaching and research programs, agree as follows:

**I. Scope of Cooperation**

The scope of the Agreement is to develop academic exchange between the two institutions, to cooperate in the development of interdisciplinary studies in the human sciences within the two institutions, and to promote the exchange and mutual development of the respective academic journals and publications in the above mentioned fields of research.

**II. Areas of Cooperation**

The above-mentioned objectives are subject to mutual consent, the availability of funds and the approval of each institution before implementation. The two parties agree to conduct joint collaborative programs in the following area:

- Mutual exchange of faculty members, researchers and doctoral students involved in research and teaching activities carried out in the respective institutions;
- Participation in, and organization of, joint research seminars and academic meetings;
- Exchange of academic materials, information, documentation, and university publications;
- Mutual support of respective undergraduate and doctoral programs;
- Planning and implementation of programs in the Naples area or in Evanston.
- Distance learning initiatives, including the sharing of on-line curricular materials.

**III. Finances**

Financial terms and conditions of activities for the cooperation programs will be established by mutual agreement. Efforts will be made by both parties to secure funding for the implementation of such programs.

**IV. Dispute Resolution**

In the event of a dispute arising out of or related to this contract or its operation, performance or non-performance, the parties agree to make a good faith effort to amicably resolve their dispute on mutually acceptable terms via negotiation. If that should prove unsuccessful after thirty (30) days, then the parties agree to submit their dispute to non-binding mediation in a mutually agreeable location, utilizing a neutral third party mediator acceptable to both parties to attempt to facilitate a mutually acceptable settlement of the dispute. If for any reason mediation should prove unsuccessful after thirty

(30) days, then the parties agree to submit their dispute to private, binding arbitration in a mutually agreeable location pursuant to the Commercial Rules of the American Arbitration Association.

## **V. Incident Reporting**

Both parties agree to immediately report to the other party, verbally and in writing, any emergency, accident, injury, crisis, incident, complaint, crime, disciplinary violation or allegation involving a student of the other party, as well as any academic, behavioral or student disciplinary problem, allegation or proceeding involving a home institution's student during or in connection with the Program(s) contemplated herein.

## **VI. Indemnification**

Both parties agree to defend, indemnify and hold harmless the indemnified party and any of its trustees, officers, agents and employees of and from any loss, cost, damage or expense incurred as a consequence of damage to property, personal injury or death, arising or alleged to have arisen out of or in connection with the indemnifying party's performance of this Agreement, together with any legal and related expenses which may be incurred by the indemnified party in defending such claims, unless such loss results solely from the negligent acts or omissions of the indemnified party.

## **VII. Insurance**

L'Orientale shall provide evidence, in the form of a certificate of insurance, of insurance in effect for comprehensive general liability and professional liability covering bodily injury (including death), personal injury, property damage and the allegation of professional malfeasance in the arrangement of insurance coverage pursuant to this Agreement. The insurance carrier and amounts shall be subject to approval by Northwestern University.

## **VIII. Data Security**

The attached Northwestern Data Security Rider is incorporated by reference herein.

## **IX. Nondiscrimination**

Northwestern University does not discriminate or permit discrimination by any member of its community against any individual on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, gender expression, parental status, marital status, age, disability, citizenship, or veteran status in matters of admissions, employment, housing, or services or in the educational programs or activities it operates. Both parties' performance under this MOU shall be subject to, and comply with, Northwestern University's policy of nondiscrimination.

## **X. Legal Compliance**

The host institution shall be responsible for program compliance with all applicable laws of its country, including but not limited to employment, taxation, nondiscrimination, copyright, etc. Both parties represent and warrant that any facilities utilized by students in connection with the Program or activities referenced or contemplated herein are and will remain compliant with applicable statutes,

codes and regulations throughout the term of this Agreement and any extensions hereof. Students shall be personally responsible for compliance with any applicable immigration laws.

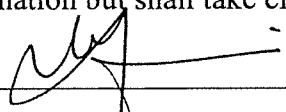
## **XI. Force Majeure**

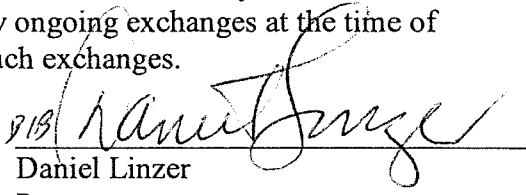
Neither party shall be liable to the other for its failure to perform any of its obligations under this Agreement during any period in which such performance is delayed because rendered impracticable or impossible due to circumstances beyond its reasonable control, including without limitation earthquakes, governmental regulation, fire, flood, labor difficulties, interruption of supply of key raw materials, civil disorder, terrorism, U.S. Department of State Travel Warning, and acts of God, provided that the party experiencing the delay promptly notifies the other party of the delay.

## **XII. Approval, Renewal and Termination**

The Rector of the Università degli Studi di Napoli "L'Orientale" and the Provost of Northwestern University are responsible for the enforcing of the present agreement, subject to approval by higher authorities as required by law.

The Agreement will take effect upon the date of signature. It will remain in force for five (5) years. After the initial period it may be renewed by mutual consent. Either Party reserves the right to terminate this Agreement upon six (6) months' written notice to the other. Any such termination shall not affect the application of this agreement to any currently ongoing exchanges at the time of termination but shall take effect at the conclusion of any such exchanges.

  
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The Rector  
Università degli Studi di Napoli  
"L'Orientale"

  
\_\_\_\_\_  
Daniel Linzer  
Provost  
Northwestern University

18 GEN. 2013



## **Northwestern University Data Security Rider**

In addition to the terms and conditions set forth in the agreement/contract between Northwestern University and Università degli Studi di Napoli "L'Orientale" ("Service Provider") to which this Rider is attached, the parties hereby agree:

### **Protection of Confidential Data**

Service Provider agrees to abide by the limitation on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR § 99.33(a)(2) states that the officers, employees and agents of a party that receives education record information from the University may use the information, but only for the purposes for which the disclosure was made.

**Definition: *Covered data and information (CDI)*** includes paper and electronic student education record information supplied by the University, as well as any data provided by the University's students to the Service Provider.

**Acknowledgment of Access to CDI:** Service Provider acknowledges that the Agreement allows the Service Provider access to CDI.

**Prohibition on Unauthorized Use or Disclosure of CDI:** Service Provider agrees to hold CDI in strict confidence. Service Provider shall not use or disclose CDI received from or on behalf of the University (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the University. Service Provider agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

**Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, Service Provider shall return all CDI to the University or, if return is not feasible, destroy any and all CDI. If the Service Provider destroys the information, the Service Provider shall provide the University with a certificate confirming the date of destruction of the data.

**Remedies:** If the University reasonably determines in good faith that Service Provider has materially breached any of its obligations under this contract, the University, in its sole discretion, shall have the right to require Service Provider to submit to a plan of monitoring and reporting; provide Service Provider with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the University shall provide written notice to Service Provider describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Service Provider improperly disclosed personally identifiable information obtained from the University's education records, the University may not allow the Service Provider access to education records for at least five years.

**Maintenance of the Security of Electronic Information:** Service Provider shall develop, implement, maintain and use appropriate administrative, technical and physical security

measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University or its students. These measures will be extended by contract to all subcontractors used by Service Provider.

**Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:**

Service Provider shall, within one day of discovery, report to the University any use or disclosure of CDI not authorized by this agreement or in writing by the University. Service Provider's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Service Provider has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Service Provider has taken or shall take to prevent future similar unauthorized use or disclosure. Service Provider shall provide such other information, including a written report, as reasonably requested by the University.

**Indemnity:** Service Provider shall defend and hold the University harmless from all claims, liabilities, damages, or judgments involving a third party, including the University's costs and attorney fees, which arise as a result of Service Provider's failure to meet any of its obligations under this Rider.

To the extent that the terms of this Rider conflict with the terms and conditions set forth in the agreement/contract with Northwestern University, the terms of this Rider shall govern.

Università degli Studi di Napoli "L'Orientale"

By: \_\_\_\_\_

Date: 10 DEC 2013

Northwestern University

By: SIR HANES SUGEL

Date: September 12, 2012

