

**MASTER AGREEMENT  
BETWEEN  
UNIVERSITÀ DEGLI STUDI DI NAPOLI “L’ORIENTALE”  
AND  
TRUSTEES OF BOSTON UNIVERSITY**

This Master Agreement (this “Agreement”) is dated as of 1 August 2018 by and between Univerità degli Studi di Napoli “L’Orientale” (“UNO”), a university with a principal place of business at Naples, Via Chiatamone 61/62, and Trustees of Boston University (“BU”), a Massachusetts nonprofit corporation with an address of 1 Silber Way, Boston, MA.

The purpose of this Agreement is to develop a framework of cooperation between BU and UNO to develop mutually beneficial collaborations.

**1. THE COLLABORATIONS**

The collaborations are described in the appended Program Term Sheets that may be entered into by BU and UNO from time to time (any such collaboration appearing on such Program Term Sheet signed by each party and attached hereto and made a part hereof are hereinafter referred to singly as a “Collaboration” or collectively as the “Collaborations”). Collaborations may include, but shall not be limited to, the exchange of students and faculty and the use of facilities. All collaborations are subject to the availability of funds to support them.

**2. FEES**

The fees and payment methodology for each Collaboration shall be set forth in the relevant Program Term Sheet(s) attached hereto and made a part hereof.

**3. USE OF NAMES**

Neither party may use the other’s name, logos or trademarks without the prior written consent of the other party.

**4. TERM**

4.1 This Agreement shall commence on the Effective Date and shall continue for a period of three years unless terminated sooner in accordance with its terms.

4.2. Either UNO or BU may terminate this Agreement by providing the other with written notice at least six (6) months prior to the suggested termination date.

4.3. In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement if such breach is not cured within thirty (30) days from receipt of a detailed written notice of such breach.

4.4. Upon any termination, the parties shall complete any courses then in progress or as to which commitments to students have already been made.

## 5. GENERAL PROVISIONS

5.1. This Agreement, together with any exhibits and/or appendices, attached hereto, contains the complete and exclusive understanding and agreement of the parties with respect to its subject matter and supersedes, merges, and replaces all prior writings, discussions and understandings relating to such subject matter. This Agreement may only be amended by a written agreement duly executed by authorized representatives of both parties.

5.2. The parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement shall not be construed to create or imply any partnership, agency or joint venture.

5.3 The Parties agree in good faith to try to amicably settle all disputes arising out of or relating to this Agreement or its breach within a period of 15 business days. The Parties agree that any dispute(s) which cannot be so settled shall be referred to non-binding mediation. The mediation shall be administered by a mediator mutually agreed upon by the Parties. The mediation shall be conducted in English. If the mediation is unsuccessful (or the Parties cannot agree on a mediator) after thirty (30) days from the commencement of mediation, such dispute(s) will be referred to arbitration under the Rules of Arbitration of the International Chamber of Commerce that are applicable at the time of reference to the arbitration. The place of arbitration shall be at the LCIA Arbitration Centre in London, England, and the arbitration shall be conducted by one arbitrator, who shall be disinterested in the dispute and who shall have no connection with any Party. The arbitration shall be conducted in English. An award rendered in connection with an arbitration shall be final and binding, and judgment upon such award may be entered in any court having jurisdiction. Unless otherwise set forth herein, the interpretation, construction and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom (excluding conflict of laws rules).

5.4. All notices and demands of any kind or nature which a party hereto may be required or may desire to serve upon any other party in connection with this Agreement shall be in writing, in the English language or accompanied by a certified translation into the English language, and may be served by hand, by email with receipt of delivery, by prepaid registered mail (return receipt requested) or by private mail service (such as Federal Express or UPS) to the persons at the addresses set forth below or to such other address or facsimile number as either party may hereafter specify for the purpose by notice to the other party in the manner set forth in this section 5.4. Notice shall be deemed effective upon receipt.

To UNO:

Elda Morlicchio  
Rector  
University of Naples  
"L'Orientale"  
Via Chiatamone 61/62  
Naples  
Italy

To BU:

Willis Wang  
Associate Provost and Vice President for  
Global Programs  
Boston University  
888 Commonwealth Ave, Boston, MA 02215  
USA

5.5. The parties shall comply with all applicable United States and Italian laws and regulations and nothing in this Agreement shall (a) require or be construed to require either party to violate such provisions of law or (b) subject either party to liability or render either party in breach of this Agreement for adhering to such provisions of law. The parties expressly agree to abide by all relevant provisions regarding privacy of educational records and by rules and regulations governing export controls.

5.6. Neither party will be responsible for an inability to perform under this Agreement due to a cause beyond a party's reasonable control, including, but not limited to, war, terrorism, riots, insurrection, civil commotion, fire, flood, storm, epidemic, health emergency, or inability to obtain necessary labor, materials or manufacturing facilities as a direct result of natural disasters.

5.7. Neither party shall be liable to the other for indirect, special, incidental, consequential, punitive, or exemplary damages or loss of profits arising out of or in connection with this agreement or any acts or omissions associated therewith, whether such claim is based on breach of warranty, contract, tort or any other legal theory and regardless of the cause of such loss or damages or whether any other remedy provided herein fails.

5.8. Each party agrees to indemnify, defend and hold harmless the other party, their officers, trustees, directors, employees, and agents from and against any and all claims, damages, actions, causes of action, judgments and expense, including attorneys' fees and costs, sustained, claimed or alleged by any person or entity, in connection with or as a result of any program contemplated hereunder, but only to the extent caused by any negligent acts or omissions or intentional misconduct of the indemnifying party or its employees, officers, directors, trustees or agents; including, without limiting the foregoing, those claims, actions and causes of action alleging personal injury, death, property damage, negligent supervision, negligent hiring and/or any other claims or actions relating to, connected with or arising during the term of this Agreement or any program contemplated hereunder.

5.9 No party shall publically display or use the name of any other Party in any advertising, promotional or similar materials without the express written permission of the other party. The parties agree to coordinate all public announcements regarding the activities provided for under this Agreement.

Università degli Studi di Napoli  
"L'Orientale"



A handwritten signature in black ink, appearing to read 'Elida Moricchio', is written over a horizontal line.

Name:

**LA RETTRICE**

Title:

*Elida Moricchio*

Date:

05 OTT. 2018

Trustees of Boston University

A handwritten signature in black ink, appearing to read 'Jean Morrison', is written over a horizontal line.

Name: Jean Morrison, Ph.D.

Title: University Provost and Chief  
Academic Officer

Date:

August 13, 2018

**PROGRAM TERM SHEET #1**  
**COLLABORATION**  
**BETWEEN**  
**UNIVERSITÀ DEGLI STUDI DI NAPOLI “L’ORIENTALE”**  
**AND**  
**TRUSTEES OF BOSTON UNIVERSITY**

Boston University, through its Pardee School of Global Studies (hereinafter “BU Pardee School”) and Università degli Studi di Napoli “L’Orientale” (hereinafter “UNO”), wishing to implement a faculty exchange program (the “Program”) agree as follows:

**1. Program Description**

The goal of the faculty exchange program is to contribute to the study of African Studies through academic exchange and cooperation. Each party will host one faculty member per year for a duration not to exceed two weeks.

**2. Financial and Support Arrangements**

Each sending institution will be responsible for all relevant costs related to their faculty’s visit to the receiving institution.

**3. Effective Date and Duration of the Agreement**

- i. This Agreement commences on 1 August 2018 and ends on 31 July 2021, unless it is terminated at an earlier time in accordance with Clause iii below.
- ii. The contact details of the contact persons primarily responsible for the administration and management of this Program are set out below. The contact details of the contact persons may vary from time to time, and will be separately notified to either Institution in writing.
- iii. Either party reserves the right to terminate this agreement upon at least six (6) months’ prior written notice to the other.

Agreed:

Università degli Studi di Napoli  
"L'Orientale"





Name:

**LA RETTRICE**

Title:

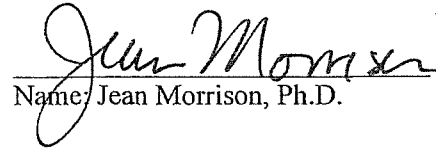
*Elda Morlicchio*

Date:

05 OTT. 2018

Agreed:

Trustees of Boston University



Name: Jean Morrison, Ph.D.

Title: University Provost and Chief  
Academic Officer

Date:

August 13, 2018