

## MEMORANDUM OF UNDERSTANDING ("MOU")

## BETWEEN:

JOHN CABOT UNIVERSITY, whose administrative offices are in Via della Lungara, 233, 00165 Roma.

and

UNIVERSITY OF NAPLES, ORIENTALE, whose administrative offices are in Via Chiatamone 61/62, 80121 Napoli

## RECITALS

This MOU records the intention of the parties to explore strengthening ties between their two institutions. It is not intended to and does not constitute any legally binding obligations between the parties, nor does it constitute an offer capable of becoming a contract by acceptance. It is made solely as a gesture of goodwill between the two institutions, which may see the development of links in the areas of.

- learning and teaching (potentially including development of programmes leading to formal awards);
- student exchange programmes;
- reciprocal exchange of staff;
- · sharing of articles, reports and other academic publications and information;
- · participation in joint or collaborative research projects;
- · collaborative professional development;
- · other activities as mutually agreed.

Specific details of the implementation of any particular activity or programme shall be subject to negotiation of contractual documentation in which the rights and obligations of the parties would be formally established.

For the sake of clarity, neither party is by virtue of this MOU under any obligation to ultimately enter into any sort of contractual relationship with the other party, and either party may withdraw from negotiations at any stage without penalty. Nothing in this MOU creates, implies or evidences any formal partnership or joint venture between the parties, or the relationship between them of principal and agent. Neither party has any authority to make any representation or commitment or incur any liability on behalf of the other party. This MOU does not inhibit or prevent either party from negotiating similar links with any other party, nor does it inhibit or prevent any other development activities by either party, whether or not involving commercial partners.

Each party may use the name of the other party to refer to this MOU on its website, and in its annual report and similar publications. Apart from the foregoing neither party shall use the other party's name or logo, or the name of any of that party's employees, representatives or students, in any press release or product advertising, or for any other purpose, without first obtaining written consent.

This MOU shall become effective upon final signature by authorised representatives of both parties. It shall remain in effect for 3 years from the date of final signature, whereupon it shall automatically terminate without notice unless extended by mutual written consent. This MOU is subject to revision by mutual written consent, and either party may unilaterally terminate this MOU immediately upon written notice to the other party. Any disputes which may arise regarding the meaning, interpretation or application of this MOU shall be resolved exclusively through amicable negotiation between the parties.

This agreement is written in four contes (two in English and two in Italian)

AGREED BETWEEN THE THROUGH THEIR AUTHORISED REPRESENTATIVES L RETTORE

Signed by:

For and on behalf of John Cabot University

Name:

Dr. Franco Pavoncello

Position: President

Date:

For and on behalf of University of Naples, L'Orientale

Roberto Tottoli

Name:

Prof. Roberto Tottoli

Position:

Signed by

Rector

Date: 44.1.84