



**MONTCLAIR STATE**  
**UNIVERSITY**



**AGREEMENT OF COOPERATION  
BETWEEN  
MONTCLAIR STATE UNIVERSITY, U.S.A.  
AND  
UNIVERSITA' DEGLI STUDI DI NAPOLI FEDERICO II**

Montclair State University (hereinafter referred to as "MSU") and Università degli Studi di Napoli Federico II (hereinafter referred to as "Partner Institution") both wish to enter into this agreement of cooperation to establish a program of exchange and collaboration that enhance and develop their interests in science, art, research, and cultural knowledge of their institutions.

WHEREAS, MSU and Partner Institution recognize they share the following goals:

- A. That they are united by common interests and objectives in artistic, educational, scientific and cultural affairs.
- B. That they are, by reason of their essence, ends and objectives are called upon to establish channels of communication that will permit the exchange of artistic, educational and cultural knowledge.
- C. That they both believe it is advantageous to promote their interest in teaching research, art and cultural knowledge by entering into this Agreement of Cooperation.

**SECTION I**

NOW THEREFORE, to achieve the foregoing goals, Partner Institution and MSU will, insofar as the means of each allow:

A. Promote the exchange of faculty by inviting faculty and staff from the other institution to participate in a variety of teaching activities and to enhance artistic and educational skills at the undergraduate and graduate levels in accordance with the needs of both institutions;

B. Promote the interchange of faculty, staff and graduate students to participate in

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research activities, and organize conferences, symposia, and other research projects to be governed by separate written and duly executed Faculty Exchange Agreement;

C. Collaborate in the development of joint proposals for submission to third party granting agencies and their execution to carry out joint research.

D. Cause the interaction of top administrative personnel through short-term visits at each respective campus in order to address matters of administrative and educational philosophy, policies and procedures.

E. Plan and develop specific proposals by appropriate areas of the Partner Institution and MSU to accomplish the foregoing goals.

F. Establish a study abroad program for MSU students at the Partner Institution and for Partner Institution's students at MSU to be governed by a separate written and duly executed Student Exchange Agreement between MSU and the Partner Institution.

G. Identify opportunities and exchange information that will enable students of both universities to benefit from the artistic, educational, and cultural exchanges developed under the Agreement of Cooperation.

## SECTION II

Both MSU and the Partner Institution designated individuals to coordinate, oversee and facilitate the implementation of this Agreement:

- Maura Striano (Partner Institution)
- Stefano Oliverio (Partner Institution)
- David Kennedy (MSU)
- Maughn Gregory (MSU)
- Joseph Oyler (MSU)
- Enza Antenos Conforti (MSU)

The coordinators, working with other appropriate administrators, shall have the following responsibilities:

- A. To promote and increase the academic, artistic and cultural relations between the Partner Institution and MSU in areas where they both identify mutual interest in establishing faculty, graduate and undergraduate levels for research and study;
- B. To promote and facilitate the exchange of teaching and research personnel;
- C. To collaborate among faculty of the institutions in the development of basic and applied research proposals to granting agencies which shall be governed by a separate



written and duly executed agreement;

- D. To establish a student exchange program.

### SECTION III

This Agreement of Cooperation shall be identified as the parent document of any other program, student exchange, faculty exchange, or grant agreement executed between the parties. Those agreements shall provide the details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing, executed by the duly authorized representatives of the parties, and approved in writing by the Rector pro-tempore on behalf of the Partner Institution and by the President and Provost of MSU. The scope of the activities under this agreement shall be determined by funds regularly made available to both institutions by law or otherwise for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

### SECTION IV

Each institution shall be responsible for the cost of return trip airfare and cost-of-living allowance (food and basic transport) for their respective faculty when travelling from the campus of the other institution pursuant to this Agreement. The institution hosting the other institution's faculty shall be responsible for air fare to the host institution's campus, and for the cost of and providing reasonable and suitable accommodations while visiting the host institution campus.

Notwithstanding the foregoing, if the Partner Institution is located outside of the United States, each institution shall be responsible for all travel expenses of their faculty.

Except as otherwise specified in this Agreement, each institution shall be responsible for expenses incurred by its faculty and employees under this Agreement. This Agreement does not, in and of itself, obligate either the Partner Institution or MSU to make any financial expenditure not explicitly stated in this Agreement.

In no event shall the exchange faculty be considered agents, employees or representatives of the host Institution. Individuals acting pursuant to this Agreement of Cooperation, shall be subject to the rules and regulations of the institution at which they are regularly employed that govern all matters of employment, including but not limited to, benefits, medical and life insurance, employee rights, collective bargaining agreements, etc.

### SECTION V

This Agreement is expressly made subject to United States government and other applicable laws, regulations, orders or other restrictions regarding export controls from the United States, and import into any country, of computer hardware, software, technical data or other items, or derivatives of hardware, software, technical data or other items. Partner Institution will not allow data, technical

information or other products, in whole or in part, to be exported outside of the United States of America, in any manner or by any means, without in each instance obtaining MSU's prior written consent and compliance with MSU's Policy on Compliance with U.S. Requirements affecting International Persons, Countries Organizations and Activities and, if required, a valid export license from the Office of Export Administration within the United States Department of Commerce or Department of State and such other appropriate United States governmental authorities. Partner Institution is prohibited from directly or indirectly exporting (or re-exporting) or providing access to information provided by MSU: (i) to Burma, Burundi, Central Africa and Ivory Coast countries, Congo, Cuba, Iran, Iraq, Lebanon, Libya, North Korea, Somalia, Sudan, Syria, Ukraine, Venezuela, Yemen, and Zimbabwe or any other country to which the United States has embargoed goods (including, for these purposes, any national or resident of any such country); or (ii) to anyone on the United States Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists or List of Specially Designated Narcotics Traffickers, or the United States Commerce Department's Denied Persons List.

Upon execution by both the Partner Institution and MSU, this agreement shall remain in effect for a period of five (5) years and can be renewed at the discretion of either party. Either party may terminate this Agreement at any time and the effective date of termination is the end of the semester immediately following the notice. The Agreement can be amended at any time by written agreement duly executed by all parties. If this agreement is terminated, neither the Partner Institution nor MSU shall be liable to the other for any monetary or other losses which may result from such termination.

The present Agreement is written and duly signed in two copies in English. Each party will receive one original copy duly signed by both Institutions. In case of discrepancies or differences between specific languages and any other translation of the present Agreement, the English version will prevail against the others.

Both parties hereby agree to comply with every obligation contained in this document and all those which might be in effect on the date of termination of the Agreement.

Having read the present Agreement and being fully aware of the content and scope of each and every one of its clauses, the parties hereby affix their signatures to the present document.

For Montclair State University:

For Università degli Studi di Napoli Federico II

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**Dr. Susan A. Cole, President**

**Il Rettore – Gaetano Manfredi**

Date \_\_\_\_\_

Date \_\_\_\_\_