



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made as of the 1st day of July, 2018,

BETWEEN:

**RYERSON UNIVERSITY
TORONTO, ONTARIO, CANADA**

and

**UNIVERSITY OF NAPLES FEDERICO II
NAPOLI, ITALY**

WHEREAS:

- A. the parties recognize the mutual interests and goals in developing a framework for academic and research collaboration; and
- B. the parties wish to work together for the purpose of establishing long-term, mutually beneficial programs to promote international opportunities for students and faculty;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. The parties shall develop the following areas for collaboration in keeping with the mandates of each party:
 - (a) joint academic programs at the undergraduate, graduate or postgraduate level including exchanges;
 - (b) staff and faculty exchanges ;
 - (c) joint research collaboration including students, faculty and staff;
 - (d) organizing an exchange of documents and scientific and pedagogical publications;
 - (e) project-based collaborative activities, and organization of joint events, seminars and science-based meetings; conferences, seminars, symposiums and talks.
2. Any activity carried out within the broad framework of this Memorandum of Understanding is subject to the mutual consent of the parties taking into account constraints of time, funding and other relevant resources.

3. Each activity is to be governed by terms and conditions separately negotiated by the parties and subject to the written agreement of the parties through an exchange of letters or the signing of a separate joint agreement.
4. The parties will establish a joint committee (the “joint committee”) to develop co-operative activities under this Memorandum of Understanding with equal representation from both sides.

Related to the people Responsible and the Joint Committee, for the University of Naples, Federico II, the co-ordinator responsible for the agreement is:

 - Prof. Bianca Gioia Marino Structure: Department of Architecture

The members of the joint committee are:

 - Prof./Lecturer Alessandro Castagnaro Structure: Department of Architecture
 - Prof./Lecturer Fabrizio Lomonaco Structure: Dipartimento di Studi Umanistici
 - Prof./Lecturer Vincenza Lucherini Structure: Dipartimento di Studi Umanistici.

Ryerson University will establish its joint Committee as defined by university Regulation.
5. The parties will carry out the exchange of the personnel as foreseen by article 1 - in the form of short missions (i.e conferences, talks, seminars, workshops ...) and/or medium length missions (between 4 to 6 weeks). Every year the number of personnel will be agreed upon reciprocally (up to a maximum of five) who will take part in the exchange, as well as the length of the mission.
6. The two parties will reciprocally provide each to the other summaries of relevant publications and teaching and research program details in support of developing joint activities hereunder. give information on their own publications as well as on their teaching and research programmes.

They will exchange, in the fields defined in the agreement, scientific publications, periodicals and eventually non-periodicals.
7. Each party shall pay its own costs, expenses, risks, or liabilities arising out of the implementation of this Memorandum of Understanding. The two parties will aim at identifying funding programs and resources which will help in carrying out the objectives as defined in the present Memorandum of Understanding under section one (1).
8. This Memorandum of Understanding is effective for five (5) years, commencing on the date first written above and expiring on July 31, 2023. The parties may renew the term of this Memorandum of Understanding for successive additional periods of five (5) years.
9. Either party may terminate this Memorandum of Understanding at any time by either party providing six (6) months written notice to the other party of its intention to do so.
10. Each party is an independent contractor and has no authority to represent or bind the other party.
11. Neither party may assign this Memorandum of Understanding without the prior written consent of the other party.
12. This Memorandum of Understanding is binding upon and ensures to the parties and their respective successors and permitted assigns.

13. Responsibility

Each student, faculty, teacher or staff participating in the exchange to the other institution will be obliged to respect the norms and the regulations of the institution where they are guests while taking part in the various programmes or activities during their stay there and they must abide by the present Memorandum of Understanding, and the laws of the country where they are guests during their participation in these activities or programmes.

14. Disputes

It is for the well-being of the parties to this Memorandum of Understanding to resolve amicably any differences of opinion or disputes. Consequently each party undertakes to contact the appropriate representative from the other party to discuss and work out any problems to resolve the disputes which could arise during the time scale of this Memorandum of Understanding.

15. Personal Injury or Damage to Property

Each party must pay back, defend or preserve the other party for any loss, damage or request, patrimonial damage to things or people which arise from their own negligence or the negligence of their own employees, managers, agents, workers or sub-contractors. Special damage, whether as a consequence or paid off, can be vindicated against the other party.

16. Competent Legislation

This Memorandum of Understanding will adhere to and be regulated by the laws of the countries where the Memorandum of Understanding has been signed, on the understanding, however, that no clause, disposition or object of the Memorandum of Understanding can be in conflict or bring into discussion, the laws of the Country of any part of this Memorandum of Understanding. In this case, the parties agree to negotiate in good faith to ascertain the applicable law and ensure the legality and correct application of this Memorandum of Understanding.

IN WITNESS WHEREOF this Memorandum of Understanding has been executed by the parties hereto.

UNIVERSITY OF NAPLES FEDERICO II

RYERSON UNIVERSITY

Prof. Gaetano Manfredi
Rettore

Dr. Michael Benarroch
Provost and Vice President Academic

Prof. Mario Rosario Losasso

Dr. Steven N. Liss

Department of Architecture Director

Vice President, Research and Innovation

We have authority to University of Naples
Federico II

We have authority to bind Ryerson University